

EXHIBIT 1
FORM OF THE AMENDED AND RESTATED NOTES

Please see attached forms.

AMENDED AND RESTATED NOTE

U.S. \$51,538.26
Washington, D.C.

Original Execution Date: July 23, 1997

Initial License No.: **CWB189F**
Current Call Sign: **KNLG280**

1. Fundamental Provisions; Definitions. The following terms will be used as defined terms in this Amended and Restated Note ("Note"):

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| <u>Original Execution Date of this Note:</u> | July 23, 1997 |
| <u>Effective Date of this Note ("Effective Date"):</u> | _____ |
| <u>Obligor:</u> | Cricket Licensee XIV, Inc. |
| <u>Payee:</u> | Federal Communications Commission, an independent regulatory agency of the United States |
| <u>Original Principal Amount</u> | \$87,000.00 |
| <u>Principal Amount Outstanding as of the Effective Date ("Outstanding Principal"):</u> | \$51,538.26 |
| <u>Interest Rate:</u> | 6.25% per annum |
| <u>Default Rate:</u> | 8.25% per annum |
| <u>Maturity Date:</u> | July 31, 2005 |
| <u>License:</u> | The broadband PCS license identified above. |
| <u>Business Day:</u> | Any day of the year other than a Saturday, Sunday or a United States Federal holiday. |
| <u>Plan:</u> | Obligor's existing Fifth Amended Joint Plan of Reorganization as confirmed by the U.S. Bankruptcy Court, Southern District of California in Chapter 11 Case No. 03-3470-All through 03-3535-All. |
| <u>Plan Effective Date:</u> | The day the Plan becomes effective pursuant to its terms. |

Omnibus Reinstatement Agreement: That certain Omnibus Agreement for Reinstatement of Debt and Modification of Installment Payment Plan Notes and Security Agreements for Broadband PCS Licenses, executed on _____, 2004, by and among the Payee, Cricket Communications, Inc., a Delaware corporation ("Cricket"), Obligor and certain Affiliates of Obligor.

This Note is delivered by Obligor to Payee as one of the Amended and Restated Notes as described in and required to be delivered pursuant to the Omnibus Reinstatement Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Omnibus Reinstatement Agreement.

2. Promise to Pay. For value received, Obligor promises to pay to Payee, or order, the Outstanding Principal with interest at the Interest Rate from the Effective Date until paid in full, in accordance with the terms contained herein. Interest on the principal amount of this Note shall be computed at the Interest Rate on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, except that interest due and payable for a period of less than a full quarterly period shall be calculated by dividing the full quarterly payment by the actual number of calendar days in the applicable quarterly period to create a daily rate that is multiplied by the actual number of days elapsed since the last day of the previous quarterly payment period.

3. Payment Schedule. Obligor shall pay interest and principal payments as set forth below:

(a) On April 30, 2005, Obligor shall pay Payee \$3,022.93 of principal plus accrued and unpaid interest from the Effective Date through and including April 30, 2005.

(b) On the Maturity Date, Obligor shall pay Payee the entire remaining unpaid principal, together with accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid.

(c) Notwithstanding the foregoing, if Leap Wireless International, Inc. ("Leap") or Cricket, or any other entity controlled by Leap or Cricket, closes a public or private offering of secured or unsecured debt generating net proceeds of \$350 million or more (a "Debt Offering"), then Obligor shall pay to Payee within two (2) Business Days of such closing an amount up to the applicable Pro Rata Post Redemption Net Proceeds (as such term is defined in, and pursuant to, the terms and conditions of the Omnibus Reinstatement Agreement), if any, to the extent necessary to satisfy the then remaining unpaid principal under this Note, together with all accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid. Any such payment described in the preceding sentence shall be applied in the same manner as prepayments are applied pursuant to Section 6 below, and to the extent such payment is not sufficient to fully satisfy Obligor's payment obligations under this Note, then any remaining balance due shall be satisfied pursuant to the provisions of Sections 3(a) and 3(b) as applicable. If a Debt Offering closes, but the net proceeds of such offering are held in escrow until the Assignment Approval Order becomes a

final, non-appealable order, then such Debt Offering will not be deemed to have closed for purposes of this paragraph until such order becomes final and non-appealable. As used in this paragraph, "Assignment Approval Order" shall mean an order whereby Payee has issued its consent to the assignment of the License from the Obligor, as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, to the same Obligor but not as debtors-in-possession and as of the Plan Effective Date, such consent to be in form and manner sufficient to permit the consummation of the Plan.

4. Place and Manner of Payment. All payments shall be made by wire transfer of immediately available funds to the account designated in writing by Payee to Obligor from time to time, or in the Payee's designated lockbox location as set forth from time to time in the Payee's then-applicable orders and regulations and/or public notices. All payments shall be made in lawful money of the United States.

5. Default Interest Rate. Commencing on the first to occur of (a) a Maturity Date, or (b) the occurrence of an Event of Default, and continuing thereafter until this Note has been paid in full, or in the case of an Event of Default, the Event of Default is cured, all then outstanding principal amounts due and owing under this Note shall bear interest at the Default Rate, in lieu of the Interest Rate, calculated in the same manner as set forth in Section 2 above. The provisions of this Section 5 shall not limit the Payee's right to compel prompt performance hereunder.

6. Prepayments. This Note may be prepaid in whole or in part at any time and from time to time, without premium or penalty. All such prepayments shall be applied first to the payment of late charges, if any, and costs and expenses due hereunder, then to accrued and unpaid interest, then to that portion of the unpaid principal amount due on the Maturity Date and then, if applicable, to any unpaid installments of principal.

7. Event of Default. At the option of Payee, a default under this Note ("Event of Default") shall occur upon any or all of the following:

(a) Any non-payment by Obligor of any principal and/or interest on the due date as specified herein if the Obligor remains delinquent for more than five (5) Business Days; or

(b) An involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereinafter in effect is hereafter commenced against the Obligor (or any of Obligor's Affiliates) and the petition shall not have been dismissed, stayed, bonded or discharged within sixty (60) days after commencement of the case; or a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Obligor (or any of the Obligor's Affiliates) in any such involuntary case commenced after the date hereof; or

(c) After the Effective Date, a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Obligor (or any of the Obligor's Affiliates) or over all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be entered; or an interim receiver, trustee or other custodian of the Obligor (or any of the Obligor's Affiliates), or of all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be appointed or a warrant of attachment, execution, or similar process against substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be issued

and any such event shall not be stayed, dismissed, bonded or discharged within sixty (60) days after entry, appointment or issuance; or

(d) The Obligor (or any of the Obligor's Affiliates) shall after the Effective Date: (1) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, (3) consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or substantially all of its property, (4) make an assignment for the benefit of creditors, or (5) take any corporate action to authorize any of the foregoing; or

(e) Obligor materially fails to perform any obligation or commits a material breach of any agreement set forth in this Note, the Security Agreement or the other Loan Documents (other than the non-payment by Obligor of any principal or interest hereunder), and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(f) Cricket or any other Cricket Affiliate (other than Obligor) that is also a signatory to the Omnibus Reinstatement Agreement, materially fails to perform any obligation or commits a material breach of the Omnibus Reinstatement Agreement or any other agreement to which they are a party and that is referenced in the Omnibus Reinstatement Agreement, and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(g) Any representation or warranty of Obligor given on the date hereof in the Loan Documents is proven to be untrue or materially misleading when made; or

(h) Any failure by Obligor to comply with any other condition (as set forth in the Security Agreement) for holding the above referenced License as set forth in the License or in the Communications Act of 1934, as amended, or the then-applicable orders and regulations of the Payee, and such failure is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(i) Any failure by Obligor or any of the Affiliates to make any scheduled payment (whether of principal or interest) in respect of any Material Indebtedness (as defined below), in each case beyond the end of any applicable grace period, provided that such failure has not been waived by the holder or holders of the Material Indebtedness or any trustee or agent on its or their behalf. "Material Indebtedness" shall mean indebtedness for borrowed money (other than letters of credit) of any one or more of the Obligor or any of the Affiliates in an aggregate principal amount exceeding \$15,000,000.

(j) The issuance of an order of the Federal Communications Commission rescinding, revoking or canceling the License or any other of the licenses specifically identified on Schedule A of the Omnibus Reinstatement Agreement.

As used herein, "Affiliate" shall mean with respect to any individual or entity, Leap or any corporation or other entity of which more than 50% of the voting power of the outstanding shares (or other ownership interests with general voting powers) is owned, directly or indirectly, by

Leap, including, without limitation, Cricket and each of the "Obligors," as defined in the Omnibus Reinstatement Agreement, but excluding the Obligor under this Note. "Affiliate" shall not include, however, any foreign Affiliate of any persons or entities, and Obligor represents and warrants to Payee that all of its foreign Affiliates, in aggregate, have total assets of less than \$10,000,000.00 excluding amounts owed to such foreign Affiliates by other Affiliates.

Upon the occurrence of an Event of Default, or if Obligor ceases to hold the License, then at the option of Payee, the entire sum of principal, interest, and all other charges due under this Note shall become immediately due and payable following written notice thereof to Obligor.

8. Anything to the contrary notwithstanding, Payee shall not charge, take or receive, and Obligor shall not be obligated to pay to Payee, any amounts constituting interest on the unpaid principal in excess of the maximum rate permitted by applicable law. If by reason of the acceleration of the unpaid principal or otherwise, interest in excess of the highest legal contract rate permitted by applicable law shall at any time be paid, any such excess shall constitute and be treated as a payment of principal hereunder and shall operate to reduce any such outstanding principal amount.

9. ANY PARTY HERETO MAY BRING A LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS EVIDENCED HEREBY, BUT SUCH ACTION SHALL ONLY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, AND, BY EXECUTION AND DELIVERY OF THIS NOTE, THE OBLIGOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN THE DISTRICT OF COLUMBIA.

10. THE OBLIGOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO THE OBLIGOR AT ITS ADDRESS PROVIDED BELOW (AS SUCH ADDRESS MAY BE CHANGED BY WRITTEN NOTICE FROM TIME TO TIME). SUCH SERVICE SHALL BE DEEMED TO HAVE OCCURRED ON THE THIRD DAY AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE OBLIGOR IN ANY OTHER JURISDICTION.

11. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, UNCONDITIONALLY, IRREVOCABLY AND INTENTIONALLY FOREVER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS,

INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING OR SECURING THE DEBT EVIDENCED HEREBY, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PERSON OR ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS NOTE OR ANY RELATED DOCUMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS NOTE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS NOTE, IN WHOLE OR IN PART, WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). OBLIGOR REPRESENTS THAT NO ORAL OR WRITTEN STATEMENTS HAVE BEEN MADE BY ANY PARTY TO EXCLUDE THIS SUBMISSION TO JURISDICTION AND WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS STATED EFFECT. OBLIGOR FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, SELECTED BY ITS OWN FREE WILL, IN SIGNING THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PAYEE TO ENTER INTO THIS TRANSACTION AND THE VARIOUS DOCUMENTS RELATED THERETO.

12. Loan Documents; Security Agreement. This Note is secured by a Security Agreement dated as of the Original Execution Date of this Note, between Payee and Obligor or Obligor's predecessor in interest (as amended through the Effective Date, the "Security Agreement"), encumbering the License. This Note, the Security Agreement, and all other documents or instruments that have been, or that hereafter are executed by Obligor in connection with or to evidence or to secure payment of the indebtedness evidenced by this Note, including, without limitation, any security agreements, modification agreements (including, without limitation, the Omnibus Reinstatement Agreement), financing statements, assignments and assumptions, and other documents or instruments related thereto, if any, are referred to collectively herein as the "Loan Documents."

13. Attorneys' Fees. The Payee, in any action to enforce, construe or defend any provision hereof, arising as a consequence of any Event of Default hereunder, or otherwise relating to this Note or the Security Agreement shall be entitled to receive from Obligor reimbursement of all reasonable attorneys' fees, costs and other expenses incurred in connection therewith, together with interest thereon from the date of demand at the legal rate. The reference to "attorneys' fees" in this Section shall include without limitation such amounts as may then be charged by Payee for legal services furnished by attorneys in the employ of Payee, at rates not exceeding those that would be charged by outside attorneys for comparable services.

14. No Waiver. No delay or omission of Payee in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Payee may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Payee's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

15. Waiver of Notices. Obligor, all endorsers, all guarantors and all person liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or

non-payment of this Note, and any and all other notices or matters of a like nature, consent to any and all renewals and extensions of the time of payment hereto, and agree further that at any time and from time to time without notice, the security described in any of the Loan Documents at any time securing this Note may be released in whole or in part, or increased, changed or exchanged by agreement between the holder hereof and any owner of the License or other collateral affected thereby, without in any way affecting the liability of any party to this Note, any endorser, any guarantor, or any person liable or to become liable with respect to any indebtedness evidenced hereby.

16. Miscellaneous Provisions. No provision of this Note may be amended, modified, supplemented, changed, waived, discharged or terminated unless Payee consents thereto in writing. In case any one or more of the provisions contained in this Note should be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Payee shall have the right at any time to assign, endorse, pledge, convey or otherwise transfer this Note and all of the other documents evidencing, governing or securing this Note to any party. From and after the date of such assignment, endorsement, pledge, conveyance or other transfer, such transferee shall be entitled to exercise any and all rights and remedies of Payee hereunder. Obligor shall not assign, convey or otherwise transfer its rights and obligations hereunder without the prior written consent of the Payee. Subject to the foregoing, this Note shall be binding upon and inure to the benefit of Obligor, Payee and their respective successors and assigns. Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein. This Note shall be governed by and construed in accordance with federal law. Any payment required to be made or other action required to be taken by the terms of this Note on a day other than a Business Day shall instead be required to be made or be taken on the next Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor has executed this Note effective as of the Effective Date.

CRICKET LICENSEE XIV, INC.,
a Delaware corporation,

By: _____

Name: _____

Its: _____

Address: 10307 Pacific Center Court
San Diego, California 92121
Attn: General Counsel

AMENDED AND RESTATED NOTE

U.S. \$4,620,462.34
Washington, D.C.

Original Execution Date: June 26, 1998

Initial License No.: **PBB232C**
Current Call Sign: **KNLF466**

1. Fundamental Provisions; Definitions. The following terms will be used as defined terms in this Amended and Restated Note ("Note"):

| | |
|---|--|
| <u>Original Execution Date of this Note:</u> | June 26, 1998 |
| <u>Effective Date of this Note ("Effective Date"):</u> | _____ |
| <u>Obligor:</u> | Cricket Licensee XVIII, Inc. |
| <u>Payee:</u> | Federal Communications Commission, an independent regulatory agency of the United States |
| <u>Original Principal Amount</u> | \$21,478,784.18 |
| <u>Principal Amount Outstanding as of the Effective Date ("Outstanding Principal"):</u> | \$4,620,462.34 |
| <u>Interest Rate:</u> | 7% per annum |
| <u>Default Rate:</u> | 9% per annum |
| <u>Maturity Date:</u> | July 31, 2005 |
| <u>License:</u> | The broadband PCS license identified above. |
| <u>Business Day:</u> | Any day of the year other than a Saturday, Sunday or a United States Federal holiday. |
| <u>Plan:</u> | Obligor's existing Fifth Amended Joint Plan of Reorganization as confirmed by the U.S. Bankruptcy Court, Southern District of California in Chapter 11 Case No. 03-3470-All through 03-3535-All. |
| <u>Plan Effective Date:</u> | The day the Plan becomes effective pursuant to its terms. |

Omnibus Reinstatement Agreement: That certain Omnibus Agreement for Reinstatement of Debt and Modification of Installment Payment Plan Notes and Security Agreements for Broadband PCS Licenses, executed on _____, 2004, by and among the Payee, Cricket Communications, Inc., a Delaware corporation ("Cricket"), Obligor and certain Affiliates of Obligor.

This Note is delivered by Obligor to Payee as one of the Amended and Restated Notes as described in and required to be delivered pursuant to the Omnibus Reinstatement Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Omnibus Reinstatement Agreement.

2. Promise to Pay. For value received, Obligor promises to pay to Payee, or order, the Outstanding Principal with interest at the Interest Rate from the Effective Date until paid in full, in accordance with the terms contained herein. Interest on the principal amount of this Note shall be computed at the Interest Rate on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, except that interest due and payable for a period of less than a full quarterly period shall be calculated by dividing the full quarterly payment by the actual number of calendar days in the applicable quarterly period to create a daily rate that is multiplied by the actual number of days elapsed since the last day of the previous quarterly payment period.

3. Payment Schedule. Obligor shall pay interest and principal payments as set forth below:

(a) On April 30, 2005, Obligor shall pay Payee \$686,710.08 of principal plus accrued and unpaid interest from the Effective Date through and including April 30, 2005.

(b) On the Maturity Date, Obligor shall pay Payee the entire remaining unpaid principal, together with accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid.

(c) Notwithstanding the foregoing, if Leap Wireless International, Inc. ("Leap") or Cricket, or any other entity controlled by Leap or Cricket, closes a public or private offering of secured or unsecured debt generating net proceeds of \$350 million or more (a "Debt Offering"), then Obligor shall pay to Payee within two (2) Business Days of such closing an amount up to the applicable Pro Rata Post Redemption Net Proceeds (as such term is defined in, and pursuant to, the terms and conditions of the Omnibus Reinstatement Agreement), if any, to the extent necessary to satisfy the then remaining unpaid principal under this Note, together with all accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid. Any such payment described in the preceding sentence shall be applied in the same manner as prepayments are applied pursuant to Section 6 below, and to the extent such payment is not sufficient to fully satisfy Obligor's payment obligations under this Note, then any remaining balance due shall be satisfied pursuant to the provisions of Sections 3(a) and 3(b) as applicable. If a Debt Offering closes, but the net proceeds of such offering are held in escrow until the Assignment Approval Order becomes a

final, non-appealable order, then such Debt Offering will not be deemed to have closed for purposes of this paragraph until such order becomes final and non-appealable. As used in this paragraph, "Assignment Approval Order" shall mean an order whereby Payee has issued its consent to the assignment of the License from the Obligor, as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, to the same Obligor but not as debtors-in-possession and as of the Plan Effective Date, such consent to be in form and manner sufficient to permit the consummation of the Plan.

4. Place and Manner of Payment. All payments shall be made by wire transfer of immediately available funds to the account designated in writing by Payee to Obligor from time to time, or in the Payee's designated lockbox location as set forth from time to time in the Payee's then-applicable orders and regulations and/or public notices. All payments shall be made in lawful money of the United States.

5. Default Interest Rate. Commencing on the first to occur of (a) a Maturity Date, or (b) the occurrence of an Event of Default, and continuing thereafter until this Note has been paid in full, or in the case of an Event of Default, the Event of Default is cured, all then outstanding principal amounts due and owing under this Note shall bear interest at the Default Rate, in lieu of the Interest Rate, calculated in the same manner as set forth in Section 2 above. The provisions of this Section 5 shall not limit the Payee's right to compel prompt performance hereunder.

6. Prepayments. This Note may be prepaid in whole or in part at any time and from time to time, without premium or penalty. All such prepayments shall be applied first to the payment of late charges, if any, and costs and expenses due hereunder, then to accrued and unpaid interest, then to that portion of the unpaid principal amount due on the Maturity Date and then, if applicable, to any unpaid installments of principal.

7. Event of Default. At the option of Payee, a default under this Note ("Event of Default") shall occur upon any or all of the following:

(a) Any non-payment by Obligor of any principal and/or interest on the due date as specified herein if the Obligor remains delinquent for more than five (5) Business Days; or

(b) An involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereinafter in effect is hereafter commenced against the Obligor (or any of Obligor's Affiliates) and the petition shall not have been dismissed, stayed, bonded or discharged within sixty (60) days after commencement of the case; or a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Obligor (or any of the Obligor's Affiliates) in any such involuntary case commenced after the date hereof; or

(c) After the Effective Date, a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Obligor (or any of the Obligor's Affiliates) or over all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be entered; or an interim receiver, trustee or other custodian of the Obligor (or any of the Obligor's Affiliates), or of all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be appointed or a warrant of attachment, execution, or similar process against substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be issued

and any such event shall not be stayed, dismissed, bonded or discharged within sixty (60) days after entry, appointment or issuance; or

(d) The Obligor (or any of the Obligor's Affiliates) shall after the Effective Date: (1) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, (3) consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or substantially all of its property, (4) make an assignment for the benefit of creditors, or (5) take any corporate action to authorize any of the foregoing; or

(e) Obligor materially fails to perform any obligation or commits a material breach of any agreement set forth in this Note, the Security Agreement or the other Loan Documents (other than the non-payment by Obligor of any principal or interest hereunder), and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(f) Cricket or any other Cricket Affiliate (other than Obligor) that is also a signatory to the Omnibus Reinstatement Agreement, materially fails to perform any obligation or commits a material breach of the Omnibus Reinstatement Agreement or any other agreement to which they are a party and that is referenced in the Omnibus Reinstatement Agreement, and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(g) Any representation or warranty of Obligor given on the date hereof in the Loan Documents is proven to be untrue or materially misleading when made; or

(h) Any failure by Obligor to comply with any other condition (as set forth in the Security Agreement) for holding the above referenced License as set forth in the License or in the Communications Act of 1934, as amended, or the then-applicable orders and regulations of the Payee, and such failure is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(i) Any failure by Obligor or any of the Affiliates to make any scheduled payment (whether of principal or interest) in respect of any Material Indebtedness (as defined below), in each case beyond the end of any applicable grace period, provided that such failure has not been waived by the holder or holders of the Material Indebtedness or any trustee or agent on its or their behalf. "Material Indebtedness" shall mean indebtedness for borrowed money (other than letters of credit) of any one or more of the Obligor or any of the Affiliates in an aggregate principal amount exceeding \$15,000,000.

(j) The issuance of an order of the Federal Communications Commission rescinding, revoking or canceling the License or any other of the licenses specifically identified on Schedule A of the Omnibus Reinstatement Agreement.

As used herein, "Affiliate" shall mean with respect to any individual or entity, Leap or any corporation or other entity of which more than 50% of the voting power of the outstanding shares (or other ownership interests with general voting powers) is owned, directly or indirectly, by

Leap, including, without limitation, Cricket and each of the "Obligors," as defined in the Omnibus Reinstatement Agreement, but excluding the Obligor under this Note. "Affiliate" shall not include, however, any foreign Affiliate of any persons or entities, and Obligor represents and warrants to Payee that all of its foreign Affiliates, in aggregate, have total assets of less than \$10,000,000.00 excluding amounts owed to such foreign Affiliates by other Affiliates.

Upon the occurrence of an Event of Default, or if Obligor ceases to hold the License, then at the option of Payee, the entire sum of principal, interest, and all other charges due under this Note shall become immediately due and payable following written notice thereof to Obligor.

8. Anything to the contrary notwithstanding, Payee shall not charge, take or receive, and Obligor shall not be obligated to pay to Payee, any amounts constituting interest on the unpaid principal in excess of the maximum rate permitted by applicable law. If by reason of the acceleration of the unpaid principal or otherwise, interest in excess of the highest legal contract rate permitted by applicable law shall at any time be paid, any such excess shall constitute and be treated as a payment of principal hereunder and shall operate to reduce any such outstanding principal amount.

9. ANY PARTY HERETO MAY BRING A LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS EVIDENCED HEREBY, BUT SUCH ACTION SHALL ONLY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, AND, BY EXECUTION AND DELIVERY OF THIS NOTE, THE OBLIGOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN THE DISTRICT OF COLUMBIA.

10. THE OBLIGOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO THE OBLIGOR AT ITS ADDRESS PROVIDED BELOW (AS SUCH ADDRESS MAY BE CHANGED BY WRITTEN NOTICE FROM TIME TO TIME). SUCH SERVICE SHALL BE DEEMED TO HAVE OCCURRED ON THE THIRD DAY AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE OBLIGOR IN ANY OTHER JURISDICTION.

11. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, UNCONDITIONALLY, IRREVOCABLY AND INTENTIONALLY FOREVER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS,

INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING OR SECURING THE DEBT EVIDENCED HEREBY, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PERSON OR ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS NOTE OR ANY RELATED DOCUMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS NOTE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS NOTE, IN WHOLE OR IN PART, WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). OBLIGOR REPRESENTS THAT NO ORAL OR WRITTEN STATEMENTS HAVE BEEN MADE BY ANY PARTY TO EXCLUDE THIS SUBMISSION TO JURISDICTION AND WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS STATED EFFECT. OBLIGOR FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, SELECTED BY ITS OWN FREE WILL, IN SIGNING THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PAYEE TO ENTER INTO THIS TRANSACTION AND THE VARIOUS DOCUMENTS RELATED THERETO.

12. Loan Documents; Security Agreement. This Note is secured by a Security Agreement dated as of the Original Execution Date of this Note, between Payee and Obligor or Obligor's predecessor in interest (as amended through the Effective Date, the "Security Agreement"), encumbering the License. This Note, the Security Agreement, and all other documents or instruments that have been, or that hereafter are executed by Obligor in connection with or to evidence or to secure payment of the indebtedness evidenced by this Note, including, without limitation, any security agreements, modification agreements (including, without limitation, the Omnibus Reinstatement Agreement), financing statements, assignments and assumptions, and other documents or instruments related thereto, if any, are referred to collectively herein as the "Loan Documents."

13. Attorneys' Fees. The Payee, in any action to enforce, construe or defend any provision hereof, arising as a consequence of any Event of Default hereunder, or otherwise relating to this Note or the Security Agreement shall be entitled to receive from Obligor reimbursement of all reasonable attorneys' fees, costs and other expenses incurred in connection therewith, together with interest thereon from the date of demand at the legal rate. The reference to "attorneys' fees" in this Section shall include without limitation such amounts as may then be charged by Payee for legal services furnished by attorneys in the employ of Payee, at rates not exceeding those that would be charged by outside attorneys for comparable services.

14. No Waiver. No delay or omission of Payee in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Payee may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Payee's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

15. Waiver of Notices. Obligor, all endorsers, all guarantors and all person liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or

non-payment of this Note, and any and all other notices or matters of a like nature, consent to any and all renewals and extensions of the time of payment hereto, and agree further that at any time and from time to time without notice, the security described in any of the Loan Documents at any time securing this Note may be released in whole or in part, or increased, changed or exchanged by agreement between the holder hereof and any owner of the License or other collateral affected thereby, without in any way affecting the liability of any party to this Note, any endorser, any guarantor, or any person liable or to become liable with respect to any indebtedness evidenced hereby.

16. Miscellaneous Provisions. No provision of this Note may be amended, modified, supplemented, changed, waived, discharged or terminated unless Payee consents thereto in writing. In case any one or more of the provisions contained in this Note should be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Payee shall have the right at any time to assign, endorse, pledge, convey or otherwise transfer this Note and all of the other documents evidencing, governing or securing this Note to any party. From and after the date of such assignment, endorsement, pledge, conveyance or other transfer, such transferee shall be entitled to exercise any and all rights and remedies of Payee hereunder. Obligor shall not assign, convey or otherwise transfer its rights and obligations hereunder without the prior written consent of the Payee. Subject to the foregoing, this Note shall be binding upon and inure to the benefit of Obligor, Payee and their respective successors and assigns. Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein. This Note shall be governed by and construed in accordance with federal law. Any payment required to be made or other action required to be taken by the terms of this Note on a day other than a Business Day shall instead be required to be made or be taken on the next Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor has executed this Note effective as of the Effective Date.

CRICKET LICENSEE XVIII, INC.,
a Delaware corporation,

By: _____

Name: _____

Its: _____

Address: 10307 Pacific Center Court
San Diego, California 92121
Attn: General Counsel

AMENDED AND RESTATED NOTE

U.S. \$3,091,109.39
Washington, D.C.

Original Execution Date: June 26, 1998

Initial License No.: **PBB076C**
Current Call Sign: **KNLF459**

1. Fundamental Provisions; Definitions. The following terms will be used as defined terms in this Amended and Restated Note ("Note"):

| | |
|---|--|
| <u>Original Execution Date of this Note:</u> | June 26, 1998 |
| <u>Effective Date of this Note ("Effective Date"):</u> | _____ |
| <u>Obligor:</u> | Cricket Licensee XV, Inc. |
| <u>Payee:</u> | Federal Communications Commission, an independent regulatory agency of the United States |
| <u>Original Principal Amount</u> | \$14,369,400.00 |
| <u>Principal Amount Outstanding as of the Effective Date ("Outstanding Principal"):</u> | \$3,091,109.39 |
| <u>Interest Rate:</u> | 7% per annum |
| <u>Default Rate:</u> | 9% per annum |
| <u>Maturity Date:</u> | July 31, 2005 |
| <u>License:</u> | The broadband PCS license identified above. |
| <u>Business Day:</u> | Any day of the year other than a Saturday, Sunday or a United States Federal holiday. |
| <u>Plan:</u> | Obligor's existing Fifth Amended Joint Plan of Reorganization as confirmed by the U.S. Bankruptcy Court, Southern District of California in Chapter 11 Case No. 03-3470-All through 03-3535-All. |
| <u>Plan Effective Date:</u> | The day the Plan becomes effective pursuant to its terms. |

Omnibus Reinstatement Agreement: That certain Omnibus Agreement for Reinstatement of Debt and Modification of Installment Payment Plan Notes and Security Agreements for Broadband PCS Licenses, executed on _____, 2004, by and among the Payee, Cricket Communications, Inc., a Delaware corporation ("Cricket"), Obligor and certain Affiliates of Obligor.

This Note is delivered by Obligor to Payee as one of the Amended and Restated Notes as described in and required to be delivered pursuant to the Omnibus Reinstatement Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Omnibus Reinstatement Agreement.

2. Promise to Pay. For value received, Obligor promises to pay to Payee, or order, the Outstanding Principal with interest at the Interest Rate from the Effective Date until paid in full, in accordance with the terms contained herein. Interest on the principal amount of this Note shall be computed at the Interest Rate on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, except that interest due and payable for a period of less than a full quarterly period shall be calculated by dividing the full quarterly payment by the actual number of calendar days in the applicable quarterly period to create a daily rate that is multiplied by the actual number of days elapsed since the last day of the previous quarterly payment period.

3. Payment Schedule. Obligor shall pay interest and principal payments as set forth below:

(a) On April 30, 2005, Obligor shall pay Payee \$459,412.03 of principal plus accrued and unpaid interest from the Effective Date through and including April 30, 2005.

(b) On the Maturity Date, Obligor shall pay Payee the entire remaining unpaid principal, together with accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid.

(c) Notwithstanding the foregoing, if Leap Wireless International, Inc. ("Leap") or Cricket, or any other entity controlled by Leap or Cricket, closes a public or private offering of secured or unsecured debt generating net proceeds of \$350 million or more (a "Debt Offering"), then Obligor shall pay to Payee within two (2) Business Days of such closing an amount up to the applicable Pro Rata Post Redemption Net Proceeds (as such term is defined in, and pursuant to, the terms and conditions of the Omnibus Reinstatement Agreement), if any, to the extent necessary to satisfy the then remaining unpaid principal under this Note, together with all accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid. Any such payment described in the preceding sentence shall be applied in the same manner as prepayments are applied pursuant to Section 6 below, and to the extent such payment is not sufficient to fully satisfy Obligor's payment obligations under this Note, then any remaining balance due shall be satisfied pursuant to the provisions of Sections 3(a) and 3(b) as applicable. If a Debt Offering closes, but the net proceeds of such offering are held in escrow until the Assignment Approval Order becomes a

final, non-appealable order, then such Debt Offering will not be deemed to have closed for purposes of this paragraph until such order becomes final and non-appealable. As used in this paragraph, "Assignment Approval Order" shall mean an order whereby Payee has issued its consent to the assignment of the License from the Obligor, as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, to the same Obligor but not as debtors-in-possession and as of the Plan Effective Date, such consent to be in form and manner sufficient to permit the consummation of the Plan.

4. Place and Manner of Payment. All payments shall be made by wire transfer of immediately available funds to the account designated in writing by Payee to Obligor from time to time, or in the Payee's designated lockbox location as set forth from time to time in the Payee's then-applicable orders and regulations and/or public notices. All payments shall be made in lawful money of the United States.

5. Default Interest Rate. Commencing on the first to occur of (a) a Maturity Date, or (b) the occurrence of an Event of Default, and continuing thereafter until this Note has been paid in full, or in the case of an Event of Default, the Event of Default is cured, all then outstanding principal amounts due and owing under this Note shall bear interest at the Default Rate, in lieu of the Interest Rate, calculated in the same manner as set forth in Section 2 above. The provisions of this Section 5 shall not limit the Payee's right to compel prompt performance hereunder.

6. Prepayments. This Note may be prepaid in whole or in part at any time and from time to time, without premium or penalty. All such prepayments shall be applied first to the payment of late charges, if any, and costs and expenses due hereunder, then to accrued and unpaid interest, then to that portion of the unpaid principal amount due on the Maturity Date and then, if applicable, to any unpaid installments of principal.

7. Event of Default. At the option of Payee, a default under this Note ("Event of Default") shall occur upon any or all of the following:

(a) Any non-payment by Obligor of any principal and/or interest on the due date as specified herein if the Obligor remains delinquent for more than five (5) Business Days; or

(b) An involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereinafter in effect is hereafter commenced against the Obligor (or any of Obligor's Affiliates) and the petition shall not have been dismissed, stayed, bonded or discharged within sixty (60) days after commencement of the case; or a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Obligor (or any of the Obligor's Affiliates) in any such involuntary case commenced after the date hereof; or

(c) After the Effective Date, a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Obligor (or any of the Obligor's Affiliates) or over all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be entered; or an interim receiver, trustee or other custodian of the Obligor (or any of the Obligor's Affiliates), or of all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be appointed or a warrant of attachment, execution, or similar process against substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be issued

and any such event shall not be stayed, dismissed, bonded or discharged within sixty (60) days after entry, appointment or issuance; or

(d) The Obligor (or any of the Obligor's Affiliates) shall after the Effective Date: (1) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, (3) consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or substantially all of its property, (4) make an assignment for the benefit of creditors, or (5) take any corporate action to authorize any of the foregoing; or

(e) Obligor materially fails to perform any obligation or commits a material breach of any agreement set forth in this Note, the Security Agreement or the other Loan Documents (other than the non-payment by Obligor of any principal or interest hereunder), and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(f) Cricket or any other Cricket Affiliate (other than Obligor) that is also a signatory to the Omnibus Reinstatement Agreement, materially fails to perform any obligation or commits a material breach of the Omnibus Reinstatement Agreement or any other agreement to which they are a party and that is referenced in the Omnibus Reinstatement Agreement, and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(g) Any representation or warranty of Obligor given on the date hereof in the Loan Documents is proven to be untrue or materially misleading when made; or

(h) Any failure by Obligor to comply with any other condition (as set forth in the Security Agreement) for holding the above referenced License as set forth in the License or in the Communications Act of 1934, as amended, or the then-applicable orders and regulations of the Payee, and such failure is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(i) Any failure by Obligor or any of the Affiliates to make any scheduled payment (whether of principal or interest) in respect of any Material Indebtedness (as defined below), in each case beyond the end of any applicable grace period, provided that such failure has not been waived by the holder or holders of the Material Indebtedness or any trustee or agent on its or their behalf. "Material Indebtedness" shall mean indebtedness for borrowed money (other than letters of credit) of any one or more of the Obligor or any of the Affiliates in an aggregate principal amount exceeding \$15,000,000.

(j) The issuance of an order of the Federal Communications Commission rescinding, revoking or canceling the License or any other of the licenses specifically identified on Schedule A of the Omnibus Reinstatement Agreement.

As used herein, "Affiliate" shall mean with respect to any individual or entity, Leap or any corporation or other entity of which more than 50% of the voting power of the outstanding shares (or other ownership interests with general voting powers) is owned, directly or indirectly, by

Leap, including, without limitation, Cricket and each of the "Obligors," as defined in the Omnibus Reinstatement Agreement, but excluding the Obligor under this Note. "Affiliate" shall not include, however, any foreign Affiliate of any persons or entities, and Obligor represents and warrants to Payee that all of its foreign Affiliates, in aggregate, have total assets of less than \$10,000,000.00 excluding amounts owed to such foreign Affiliates by other Affiliates.

Upon the occurrence of an Event of Default, or if Obligor ceases to hold the License, then at the option of Payee, the entire sum of principal, interest, and all other charges due under this Note shall become immediately due and payable following written notice thereof to Obligor.

8. Anything to the contrary notwithstanding, Payee shall not charge, take or receive, and Obligor shall not be obligated to pay to Payee, any amounts constituting interest on the unpaid principal in excess of the maximum rate permitted by applicable law. If by reason of the acceleration of the unpaid principal or otherwise, interest in excess of the highest legal contract rate permitted by applicable law shall at any time be paid, any such excess shall constitute and be treated as a payment of principal hereunder and shall operate to reduce any such outstanding principal amount.

9. ANY PARTY HERETO MAY BRING A LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS EVIDENCED HEREBY, BUT SUCH ACTION SHALL ONLY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, AND, BY EXECUTION AND DELIVERY OF THIS NOTE, THE OBLIGOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN THE DISTRICT OF COLUMBIA.

10. THE OBLIGOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO THE OBLIGOR AT ITS ADDRESS PROVIDED BELOW (AS SUCH ADDRESS MAY BE CHANGED BY WRITTEN NOTICE FROM TIME TO TIME). SUCH SERVICE SHALL BE DEEMED TO HAVE OCCURRED ON THE THIRD DAY AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE OBLIGOR IN ANY OTHER JURISDICTION.

11. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, UNCONDITIONALLY, IRREVOCABLY AND INTENTIONALLY FOREVER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS,

INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING OR SECURING THE DEBT EVIDENCED HEREBY, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PERSON OR ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS NOTE OR ANY RELATED DOCUMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS NOTE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS NOTE, IN WHOLE OR IN PART, WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). OBLIGOR REPRESENTS THAT NO ORAL OR WRITTEN STATEMENTS HAVE BEEN MADE BY ANY PARTY TO EXCLUDE THIS SUBMISSION TO JURISDICTION AND WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS STATED EFFECT. OBLIGOR FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, SELECTED BY ITS OWN FREE WILL, IN SIGNING THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PAYEE TO ENTER INTO THIS TRANSACTION AND THE VARIOUS DOCUMENTS RELATED THERETO.

12. Loan Documents; Security Agreement. This Note is secured by a Security Agreement dated as of the Original Execution Date of this Note, between Payee and Obligor or Obligor's predecessor in interest (as amended through the Effective Date, the "Security Agreement"), encumbering the License. This Note, the Security Agreement, and all other documents or instruments that have been, or that hereafter are executed by Obligor in connection with or to evidence or to secure payment of the indebtedness evidenced by this Note, including, without limitation, any security agreements, modification agreements (including, without limitation, the Omnibus Reinstatement Agreement), financing statements, assignments and assumptions, and other documents or instruments related thereto, if any, are referred to collectively herein as the "Loan Documents."

13. Attorneys' Fees. The Payee, in any action to enforce, construe or defend any provision hereof, arising as a consequence of any Event of Default hereunder, or otherwise relating to this Note or the Security Agreement shall be entitled to receive from Obligor reimbursement of all reasonable attorneys' fees, costs and other expenses incurred in connection therewith, together with interest thereon from the date of demand at the legal rate. The reference to "attorneys' fees" in this Section shall include without limitation such amounts as may then be charged by Payee for legal services furnished by attorneys in the employ of Payee, at rates not exceeding those that would be charged by outside attorneys for comparable services.

14. No Waiver. No delay or omission of Payee in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Payee may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Payee's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

15. Waiver of Notices. Obligor, all endorsers, all guarantors and all person liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or

non-payment of this Note, and any and all other notices or matters of a like nature, consent to any and all renewals and extensions of the time of payment hereto, and agree further that at any time and from time to time without notice, the security described in any of the Loan Documents at any time securing this Note may be released in whole or in part, or increased, changed or exchanged by agreement between the holder hereof and any owner of the License or other collateral affected thereby, without in any way affecting the liability of any party to this Note, any endorser, any guarantor, or any person liable or to become liable with respect to any indebtedness evidenced hereby.

16. Miscellaneous Provisions. No provision of this Note may be amended, modified, supplemented, changed, waived, discharged or terminated unless Payee consents thereto in writing. In case any one or more of the provisions contained in this Note should be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Payee shall have the right at any time to assign, endorse, pledge, convey or otherwise transfer this Note and all of the other documents evidencing, governing or securing this Note to any party. From and after the date of such assignment, endorsement, pledge, conveyance or other transfer, such transferee shall be entitled to exercise any and all rights and remedies of Payee hereunder. Obligor shall not assign, convey or otherwise transfer its rights and obligations hereunder without the prior written consent of the Payee. Subject to the foregoing, this Note shall be binding upon and inure to the benefit of Obligor, Payee and their respective successors and assigns. Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein. This Note shall be governed by and construed in accordance with federal law. Any payment required to be made or other action required to be taken by the terms of this Note on a day other than a Business Day shall instead be required to be made or be taken on the next Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor has executed this Note effective as of the Effective Date.

CRICKET LICENSEE XV, INC.,
a Delaware corporation,

By: _____

Name: _____

Its: _____

Address: 10307 Pacific Center Court
San Diego, California 92121
Attn: General Counsel

AMENDED AND RESTATED NOTE

U.S. \$595,296.39
Washington, D.C.

Original Execution Date: July 22, 1997

Initial License No.: **CWB110F**
Current Call Sign: **KNLG213**

1. Fundamental Provisions; Definitions. The following terms will be used as defined terms in this Amended and Restated Note ("Note"):

Original Execution

Date of this Note:

July 22, 1997

Effective Date of this

Note ("Effective Date"):

Obligor:

Cricket Licensee (Denver), Inc.

Payee:

Federal Communications Commission, an
independent regulatory agency of the United States

Original Principal Amount

\$1,844,000.00

Principal Amount Outstanding
as of the Effective Date

("Outstanding Principal"):

\$595,296.39

Interest Rate:

9.75% per annum

Default Rate:

11.75% per annum

Maturity Date:

July 31, 2005

License:

The broadband PCS license identified above.

Business Day:

Any day of the year other than a Saturday, Sunday or
a United States Federal holiday.

Plan:

Obligor's existing Fifth Amended Joint Plan of
Reorganization as confirmed by the U.S.
Bankruptcy Court, Southern District of California in
Chapter 11 Case No. 03-3470-All through 03-3535-
All.

Plan Effective Date:

The day the Plan becomes effective pursuant to its
terms.

Omnibus Reinstatement Agreement: That certain Omnibus Agreement for Reinstatement of Debt and Modification of Installment Payment Plan Notes and Security Agreements for Broadband PCS Licenses, executed on _____, 2004, by and among the Payee, Cricket Communications, Inc., a Delaware corporation ("Cricket"), Obligor and certain Affiliates of Obligor.

This Note is delivered by Obligor to Payee as one of the Amended and Restated Notes as described in and required to be delivered pursuant to the Omnibus Reinstatement Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Omnibus Reinstatement Agreement.

2. Promise to Pay. For value received, Obligor promises to pay to Payee, or order, the Outstanding Principal with interest at the Interest Rate from the Effective Date until paid in full, in accordance with the terms contained herein. Interest on the principal amount of this Note shall be computed at the Interest Rate on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, except that interest due and payable for a period of less than a full quarterly period shall be calculated by dividing the full quarterly payment by the actual number of calendar days in the applicable quarterly period to create a daily rate that is multiplied by the actual number of days elapsed since the last day of the previous quarterly payment period.

3. Payment Schedule. Obligor shall pay interest and principal payments as set forth below:

(a) On April 30, 2005, Obligor shall pay Payee \$64,409.04 of principal plus accrued and unpaid interest from the Effective Date through and including April 30, 2005.

(b) On the Maturity Date, Obligor shall pay Payee the entire remaining unpaid principal, together with accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid.

(c) Notwithstanding the foregoing, if Leap Wireless International, Inc. ("Leap") or Cricket, or any other entity controlled by Leap or Cricket, closes a public or private offering of secured or unsecured debt generating net proceeds of \$350 million or more (a "Debt Offering"), then Obligor shall pay to Payee within two (2) Business Days of such closing an amount up to the applicable Pro Rata Post Redemption Net Proceeds (as such term is defined in, and pursuant to, the terms and conditions of the Omnibus Reinstatement Agreement), if any, to the extent necessary to satisfy the then remaining unpaid principal under this Note, together with all accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid. Any such payment described in the preceding sentence shall be applied in the same manner as prepayments are applied pursuant to Section 6 below, and to the extent such payment is not sufficient to fully satisfy Obligor's payment obligations under this Note, then any remaining balance due shall be satisfied pursuant to the provisions of Sections 3(a) and 3(b) as applicable. If a Debt Offering closes, but the net proceeds of such offering are held in escrow until the Assignment Approval Order becomes a final, non-appealable order, then such Debt Offering will not be deemed to have closed for

purposes of this paragraph until such order becomes final and non-appealable. As used in this paragraph, "Assignment Approval Order" shall mean an order whereby Payee has issued its consent to the assignment of the License from the Obligor, as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, to the same Obligor but not as debtors-in-possession and as of the Plan Effective Date, such consent to be in form and manner sufficient to permit the consummation of the Plan.

4. Place and Manner of Payment. All payments shall be made by wire transfer of immediately available funds to the account designated in writing by Payee to Obligor from time to time, or in the Payee's designated lockbox location as set forth from time to time in the Payee's then-applicable orders and regulations and/or public notices. All payments shall be made in lawful money of the United States.

5. Default Interest Rate. Commencing on the first to occur of (a) a Maturity Date, or (b) the occurrence of an Event of Default, and continuing thereafter until this Note has been paid in full, or in the case of an Event of Default, the Event of Default is cured, all then outstanding principal amounts due and owing under this Note shall bear interest at the Default Rate, in lieu of the Interest Rate, calculated in the same manner as set forth in Section 2 above. The provisions of this Section 5 shall not limit the Payee's right to compel prompt performance hereunder.

6. Prepayments. This Note may be prepaid in whole or in part at any time and from time to time, without premium or penalty. All such prepayments shall be applied first to the payment of late charges, if any, and costs and expenses due hereunder, then to accrued and unpaid interest, then to that portion of the unpaid principal amount due on the Maturity Date and then, if applicable, to any unpaid installments of principal.

7. Event of Default. At the option of Payee, a default under this Note ("Event of Default") shall occur upon any or all of the following:

(a) Any non-payment by Obligor of any principal and/or interest on the due date as specified herein if the Obligor remains delinquent for more than five (5) Business Days; or

(b) An involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereinafter in effect is hereafter commenced against the Obligor (or any of Obligor's Affiliates) and the petition shall not have been dismissed, stayed, bonded or discharged within sixty (60) days after commencement of the case; or a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Obligor (or any of the Obligor's Affiliates) in any such involuntary case commenced after the date hereof; or

(c) After the Effective Date, a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Obligor (or any of the Obligor's Affiliates) or over all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be entered; or an interim receiver, trustee or other custodian of the Obligor (or any of the Obligor's Affiliates), or of all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be appointed or a warrant of attachment, execution, or similar process against substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be issued

and any such event shall not be stayed, dismissed, bonded or discharged within sixty (60) days after entry, appointment or issuance; or

(d) The Obligor (or any of the Obligor's Affiliates) shall after the Effective Date: (1) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, (3) consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or substantially all of its property, (4) make an assignment for the benefit of creditors, or (5) take any corporate action to authorize any of the foregoing; or

(e) Obligor materially fails to perform any obligation or commits a material breach of any agreement set forth in this Note, the Security Agreement or the other Loan Documents (other than the non-payment by Obligor of any principal or interest hereunder), and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(f) Cricket or any other Cricket Affiliate (other than Obligor) that is also a signatory to the Omnibus Reinstatement Agreement, materially fails to perform any obligation or commits a material breach of the Omnibus Reinstatement Agreement or any other agreement to which they are a party and that is referenced in the Omnibus Reinstatement Agreement, and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(g) Any representation or warranty of Obligor given on the date hereof in the Loan Documents is proven to be untrue or materially misleading when made; or

(h) Any failure by Obligor to comply with any other condition (as set forth in the Security Agreement) for holding the above referenced License as set forth in the License or in the Communications Act of 1934, as amended, or the then-applicable orders and regulations of the Payee, and such failure is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(i) Any failure by Obligor or any of the Affiliates to make any scheduled payment (whether of principal or interest) in respect of any Material Indebtedness (as defined below), in each case beyond the end of any applicable grace period, provided that such failure has not been waived by the holder or holders of the Material Indebtedness or any trustee or agent on its or their behalf. "Material Indebtedness" shall mean indebtedness for borrowed money (other than letters of credit) of any one or more of the Obligor or any of the Affiliates in an aggregate principal amount exceeding \$15,000,000.

(j) The issuance of an order of the Federal Communications Commission rescinding, revoking or canceling the License or any other of the licenses specifically identified on Schedule A of the Omnibus Reinstatement Agreement.

As used herein, "Affiliate" shall mean with respect to any individual or entity, Leap or any corporation or other entity of which more than 50% of the voting power of the outstanding shares (or other ownership interests with general voting powers) is owned, directly or indirectly, by

Leap, including, without limitation, Cricket and each of the "Obligors," as defined in the Omnibus Reinstatement Agreement, but excluding the Obligor under this Note. "Affiliate" shall not include, however, any foreign Affiliate of any persons or entities, and Obligor represents and warrants to Payee that all of its foreign Affiliates, in aggregate, have total assets of less than \$10,000,000.00 excluding amounts owed to such foreign Affiliates by other Affiliates.

Upon the occurrence of an Event of Default, or if Obligor ceases to hold the License, then at the option of Payee, the entire sum of principal, interest, and all other charges due under this Note shall become immediately due and payable following written notice thereof to Obligor.

8. Anything to the contrary notwithstanding, Payee shall not charge, take or receive, and Obligor shall not be obligated to pay to Payee, any amounts constituting interest on the unpaid principal in excess of the maximum rate permitted by applicable law. If by reason of the acceleration of the unpaid principal or otherwise, interest in excess of the highest legal contract rate permitted by applicable law shall at any time be paid, any such excess shall constitute and be treated as a payment of principal hereunder and shall operate to reduce any such outstanding principal amount.

9. ANY PARTY HERETO MAY BRING A LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS EVIDENCED HEREBY, BUT SUCH ACTION SHALL ONLY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, AND, BY EXECUTION AND DELIVERY OF THIS NOTE, THE OBLIGOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN THE DISTRICT OF COLUMBIA.

10. THE OBLIGOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO THE OBLIGOR AT ITS ADDRESS PROVIDED BELOW (AS SUCH ADDRESS MAY BE CHANGED BY WRITTEN NOTICE FROM TIME TO TIME). SUCH SERVICE SHALL BE DEEMED TO HAVE OCCURRED ON THE THIRD DAY AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE OBLIGOR IN ANY OTHER JURISDICTION.

11. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, UNCONDITIONALLY, IRREVOCABLY AND INTENTIONALLY FOREVER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS,

INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING OR SECURING THE DEBT EVIDENCED HEREBY, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PERSON OR ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS NOTE OR ANY RELATED DOCUMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS NOTE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS NOTE, IN WHOLE OR IN PART, WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). OBLIGOR REPRESENTS THAT NO ORAL OR WRITTEN STATEMENTS HAVE BEEN MADE BY ANY PARTY TO EXCLUDE THIS SUBMISSION TO JURISDICTION AND WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS STATED EFFECT. OBLIGOR FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, SELECTED BY ITS OWN FREE WILL, IN SIGNING THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PAYEE TO ENTER INTO THIS TRANSACTION AND THE VARIOUS DOCUMENTS RELATED THERETO.

12. Loan Documents; Security Agreement. This Note is secured by a Security Agreement dated as of the Original Execution Date of this Note, between Payee and Obligor or Obligor's predecessor in interest (as amended through the Effective Date, the "Security Agreement"), encumbering the License. This Note, the Security Agreement, and all other documents or instruments that have been, or that hereafter are executed by Obligor in connection with or to evidence or to secure payment of the indebtedness evidenced by this Note, including, without limitation, any security agreements, modification agreements (including, without limitation, the Omnibus Reinstatement Agreement), financing statements, assignments and assumptions, and other documents or instruments related thereto, if any, are referred to collectively herein as the "Loan Documents."

13. Attorneys' Fees. The Payee, in any action to enforce, construe or defend any provision hereof, arising as a consequence of any Event of Default hereunder, or otherwise relating to this Note or the Security Agreement shall be entitled to receive from Obligor reimbursement of all reasonable attorneys' fees, costs and other expenses incurred in connection therewith, together with interest thereon from the date of demand at the legal rate. The reference to "attorneys' fees" in this Section shall include without limitation such amounts as may then be charged by Payee for legal services furnished by attorneys in the employ of Payee, at rates not exceeding those that would be charged by outside attorneys for comparable services.

14. No Waiver. No delay or omission of Payee in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Payee may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Payee's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

15. Waiver of Notices. Obligor, all endorsers, all guarantors and all person liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or

non-payment of this Note, and any and all other notices or matters of a like nature, consent to any and all renewals and extensions of the time of payment hereto, and agree further that at any time and from time to time without notice, the security described in any of the Loan Documents at any time securing this Note may be released in whole or in part, or increased, changed or exchanged by agreement between the holder hereof and any owner of the License or other collateral affected thereby, without in any way affecting the liability of any party to this Note, any endorser, any guarantor, or any person liable or to become liable with respect to any indebtedness evidenced hereby.

16. Miscellaneous Provisions. No provision of this Note may be amended, modified, supplemented, changed, waived, discharged or terminated unless Payee consents thereto in writing. In case any one or more of the provisions contained in this Note should be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Payee shall have the right at any time to assign, endorse, pledge, convey or otherwise transfer this Note and all of the other documents evidencing, governing or securing this Note to any party. From and after the date of such assignment, endorsement, pledge, conveyance or other transfer, such transferee shall be entitled to exercise any and all rights and remedies of Payee hereunder. Obligor shall not assign, convey or otherwise transfer its rights and obligations hereunder without the prior written consent of the Payee. Subject to the foregoing, this Note shall be binding upon and inure to the benefit of Obligor, Payee and their respective successors and assigns. Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein. This Note shall be governed by and construed in accordance with federal law. Any payment required to be made or other action required to be taken by the terms of this Note on a day other than a Business Day shall instead be required to be made or be taken on the next Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor has executed this Note effective as of the Effective Date.

CRICKET LICENSEE (DENVER), INC.,
a Delaware corporation,

By: _____

Name: _____

Its: _____

Address: 10307 Pacific Center Court
San Diego, California 92121
Attn: General Counsel

AMENDED AND RESTATED NOTE

U.S. \$808,840.01
Washington, D.C.

Original Execution Date: June 26, 1998

Initial License No.: **PBB083C**
Current Call Sign: **KNLF460**

1. Fundamental Provisions; Definitions. The following terms will be used as defined terms in this Amended and Restated Note ("Note"):

| | |
|---|--|
| <u>Original Execution Date of this Note:</u> | June 26, 1998 |
| <u>Effective Date of this Note ("Effective Date"):</u> | _____ |
| <u>Obligor:</u> | Cricket Licensee XIX, Inc. |
| <u>Payee:</u> | Federal Communications Commission, an independent regulatory agency of the United States |
| <u>Original Principal Amount</u> | \$3,759,991.65 |
| <u>Principal Amount Outstanding as of the Effective Date ("Outstanding Principal"):</u> | \$808,840.01 |
| <u>Interest Rate:</u> | 7% per annum |
| <u>Default Rate:</u> | 9% per annum |
| <u>Maturity Date:</u> | July 31, 2005 |
| <u>License:</u> | The broadband PCS license identified above. |
| <u>Business Day:</u> | Any day of the year other than a Saturday, Sunday or a United States Federal holiday. |
| <u>Plan:</u> | Obligor's existing Fifth Amended Joint Plan of Reorganization as confirmed by the U.S. Bankruptcy Court, Southern District of California in Chapter 11 Case No. 03-3470-All through 03-3535-All. |
| <u>Plan Effective Date:</u> | The day the Plan becomes effective pursuant to its terms. |

Omnibus Reinstatement Agreement: That certain Omnibus Agreement for Reinstatement of Debt and Modification of Installment Payment Plan Notes and Security Agreements for Broadband PCS Licenses, executed on _____, 2004, by and among the Payee, Cricket Communications, Inc., a Delaware corporation ("Cricket"), Obligor and certain Affiliates of Obligor.

This Note is delivered by Obligor to Payee as one of the Amended and Restated Notes as described in and required to be delivered pursuant to the Omnibus Reinstatement Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Omnibus Reinstatement Agreement.

2. Promise to Pay. For value received, Obligor promises to pay to Payee, or order, the Outstanding Principal with interest at the Interest Rate from the Effective Date until paid in full, in accordance with the terms contained herein. Interest on the principal amount of this Note shall be computed at the Interest Rate on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, except that interest due and payable for a period of less than a full quarterly period shall be calculated by dividing the full quarterly payment by the actual number of calendar days in the applicable quarterly period to create a daily rate that is multiplied by the actual number of days elapsed since the last day of the previous quarterly payment period.

3. Payment Schedule. Obligor shall pay interest and principal payments as set forth below:

(a) On April 30, 2005, Obligor shall pay Payee \$120,212.77 of principal plus accrued and unpaid interest from the Effective Date through and including April 30, 2005.

(b) On the Maturity Date, Obligor shall pay Payee the entire remaining unpaid principal, together with accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid.

(c) Notwithstanding the foregoing, if Leap Wireless International, Inc. ("Leap") or Cricket, or any other entity controlled by Leap or Cricket, closes a public or private offering of secured or unsecured debt generating net proceeds of \$350 million or more (a "Debt Offering"), then Obligor shall pay to Payee within two (2) Business Days of such closing an amount up to the applicable Pro Rata Post Redemption Net Proceeds (as such term is defined in, and pursuant to, the terms and conditions of the Omnibus Reinstatement Agreement), if any, to the extent necessary to satisfy the then remaining unpaid principal under this Note, together with all accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid. Any such payment described in the preceding sentence shall be applied in the same manner as prepayments are applied pursuant to Section 6 below, and to the extent such payment is not sufficient to fully satisfy Obligor's payment obligations under this Note, then any remaining balance due shall be satisfied pursuant to the provisions of Sections 3(a) and 3(b) as applicable. If a Debt Offering closes, but the net proceeds of such offering are held in escrow until the Assignment Approval Order becomes a

final, non-appealable order, then such Debt Offering will not be deemed to have closed for purposes of this paragraph until such order becomes final and non-appealable. As used in this paragraph, "Assignment Approval Order" shall mean an order whereby Payee has issued its consent to the assignment of the License from the Obligor, as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, to the same Obligor but not as debtors-in-possession and as of the Plan Effective Date, such consent to be in form and manner sufficient to permit the consummation of the Plan.

4. Place and Manner of Payment. All payments shall be made by wire transfer of immediately available funds to the account designated in writing by Payee to Obligor from time to time, or in the Payee's designated lockbox location as set forth from time to time in the Payee's then-applicable orders and regulations and/or public notices. All payments shall be made in lawful money of the United States.

5. Default Interest Rate. Commencing on the first to occur of (a) a Maturity Date, or (b) the occurrence of an Event of Default, and continuing thereafter until this Note has been paid in full, or in the case of an Event of Default, the Event of Default is cured, all then outstanding principal amounts due and owing under this Note shall bear interest at the Default Rate, in lieu of the Interest Rate, calculated in the same manner as set forth in Section 2 above. The provisions of this Section 5 shall not limit the Payee's right to compel prompt performance hereunder.

6. Prepayments. This Note may be prepaid in whole or in part at any time and from time to time, without premium or penalty. All such prepayments shall be applied first to the payment of late charges, if any, and costs and expenses due hereunder, then to accrued and unpaid interest, then to that portion of the unpaid principal amount due on the Maturity Date and then, if applicable, to any unpaid installments of principal.

7. Event of Default. At the option of Payee, a default under this Note ("Event of Default") shall occur upon any or all of the following:

(a) Any non-payment by Obligor of any principal and/or interest on the due date as specified herein if the Obligor remains delinquent for more than five (5) Business Days; or

(b) An involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereinafter in effect is hereafter commenced against the Obligor (or any of Obligor's Affiliates) and the petition shall not have been dismissed, stayed, bonded or discharged within sixty (60) days after commencement of the case; or a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Obligor (or any of the Obligor's Affiliates) in any such involuntary case commenced after the date hereof; or

(c) After the Effective Date, a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Obligor (or any of the Obligor's Affiliates) or over all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be entered; or an interim receiver, trustee or other custodian of the Obligor (or any of the Obligor's Affiliates), or of all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be appointed or a warrant of attachment, execution, or similar process against substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be issued

and any such event shall not be stayed, dismissed, bonded or discharged within sixty (60) days after entry, appointment or issuance; or

(d) The Obligor (or any of the Obligor's Affiliates) shall after the Effective Date: (1) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, (3) consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or substantially all of its property, (4) make an assignment for the benefit of creditors, or (5) take any corporate action to authorize any of the foregoing; or

(e) Obligor materially fails to perform any obligation or commits a material breach of any agreement set forth in this Note, the Security Agreement or the other Loan Documents (other than the non-payment by Obligor of any principal or interest hereunder), and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(f) Cricket or any other Cricket Affiliate (other than Obligor) that is also a signatory to the Omnibus Reinstatement Agreement, materially fails to perform any obligation or commits a material breach of the Omnibus Reinstatement Agreement or any other agreement to which they are a party and that is referenced in the Omnibus Reinstatement Agreement, and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(g) Any representation or warranty of Obligor given on the date hereof in the Loan Documents is proven to be untrue or materially misleading when made; or

(h) Any failure by Obligor to comply with any other condition (as set forth in the Security Agreement) for holding the above referenced License as set forth in the License or in the Communications Act of 1934, as amended, or the then-applicable orders and regulations of the Payee, and such failure is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(i) Any failure by Obligor or any of the Affiliates to make any scheduled payment (whether of principal or interest) in respect of any Material Indebtedness (as defined below), in each case beyond the end of any applicable grace period, provided that such failure has not been waived by the holder or holders of the Material Indebtedness or any trustee or agent on its or their behalf. "Material Indebtedness" shall mean indebtedness for borrowed money (other than letters of credit) of any one or more of the Obligor or any of the Affiliates in an aggregate principal amount exceeding \$15,000,000.

(j) The issuance of an order of the Federal Communications Commission rescinding, revoking or canceling the License or any other of the licenses specifically identified on Schedule A of the Omnibus Reinstatement Agreement.

As used herein, "Affiliate" shall mean with respect to any individual or entity, Leap or any corporation or other entity of which more than 50% of the voting power of the outstanding shares (or other ownership interests with general voting powers) is owned, directly or indirectly, by

Leap, including, without limitation, Cricket and each of the "Obligors," as defined in the Omnibus Reinstatement Agreement, but excluding the Obligor under this Note. "Affiliate" shall not include, however, any foreign Affiliate of any persons or entities, and Obligor represents and warrants to Payee that all of its foreign Affiliates, in aggregate, have total assets of less than \$10,000,000.00 excluding amounts owed to such foreign Affiliates by other Affiliates.

Upon the occurrence of an Event of Default, or if Obligor ceases to hold the License, then at the option of Payee, the entire sum of principal, interest, and all other charges due under this Note shall become immediately due and payable following written notice thereof to Obligor.

8. Anything to the contrary notwithstanding, Payee shall not charge, take or receive, and Obligor shall not be obligated to pay to Payee, any amounts constituting interest on the unpaid principal in excess of the maximum rate permitted by applicable law. If by reason of the acceleration of the unpaid principal or otherwise, interest in excess of the highest legal contract rate permitted by applicable law shall at any time be paid, any such excess shall constitute and be treated as a payment of principal hereunder and shall operate to reduce any such outstanding principal amount.

9. ANY PARTY HERETO MAY BRING A LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS EVIDENCED HEREBY, BUT SUCH ACTION SHALL ONLY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, AND, BY EXECUTION AND DELIVERY OF THIS NOTE, THE OBLIGOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN THE DISTRICT OF COLUMBIA.

10. THE OBLIGOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO THE OBLIGOR AT ITS ADDRESS PROVIDED BELOW (AS SUCH ADDRESS MAY BE CHANGED BY WRITTEN NOTICE FROM TIME TO TIME). SUCH SERVICE SHALL BE DEEMED TO HAVE OCCURRED ON THE THIRD DAY AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE OBLIGOR IN ANY OTHER JURISDICTION.

11. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, UNCONDITIONALLY, IRREVOCABLY AND INTENTIONALLY FOREVER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS,

INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING OR SECURING THE DEBT EVIDENCED HEREBY, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PERSON OR ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS NOTE OR ANY RELATED DOCUMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS NOTE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS NOTE, IN WHOLE OR IN PART, WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). OBLIGOR REPRESENTS THAT NO ORAL OR WRITTEN STATEMENTS HAVE BEEN MADE BY ANY PARTY TO EXCLUDE THIS SUBMISSION TO JURISDICTION AND WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS STATED EFFECT. OBLIGOR FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, SELECTED BY ITS OWN FREE WILL, IN SIGNING THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PAYEE TO ENTER INTO THIS TRANSACTION AND THE VARIOUS DOCUMENTS RELATED THERETO.

12. Loan Documents; Security Agreement. This Note is secured by a Security Agreement dated as of the Original Execution Date of this Note, between Payee and Obligor or Obligor's predecessor in interest (as amended through the Effective Date, the "Security Agreement"), encumbering the License. This Note, the Security Agreement, and all other documents or instruments that have been, or that hereafter are executed by Obligor in connection with or to evidence or to secure payment of the indebtedness evidenced by this Note, including, without limitation, any security agreements, modification agreements (including, without limitation, the Omnibus Reinstatement Agreement), financing statements, assignments and assumptions, and other documents or instruments related thereto, if any, are referred to collectively herein as the "Loan Documents."

13. Attorneys' Fees. The Payee, in any action to enforce, construe or defend any provision hereof, arising as a consequence of any Event of Default hereunder, or otherwise relating to this Note or the Security Agreement shall be entitled to receive from Obligor reimbursement of all reasonable attorneys' fees, costs and other expenses incurred in connection therewith, together with interest thereon from the date of demand at the legal rate. The reference to "attorneys' fees" in this Section shall include without limitation such amounts as may then be charged by Payee for legal services furnished by attorneys in the employ of Payee, at rates not exceeding those that would be charged by outside attorneys for comparable services.

14. No Waiver. No delay or omission of Payee in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Payee may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Payee's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

15. Waiver of Notices. Obligor, all endorsers, all guarantors and all person liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or

non-payment of this Note, and any and all other notices or matters of a like nature, consent to any and all renewals and extensions of the time of payment hereto, and agree further that at any time and from time to time without notice, the security described in any of the Loan Documents at any time securing this Note may be released in whole or in part, or increased, changed or exchanged by agreement between the holder hereof and any owner of the License or other collateral affected thereby, without in any way affecting the liability of any party to this Note, any endorser, any guarantor, or any person liable or to become liable with respect to any indebtedness evidenced hereby.

16. Miscellaneous Provisions. No provision of this Note may be amended, modified, supplemented, changed, waived, discharged or terminated unless Payee consents thereto in writing. In case any one or more of the provisions contained in this Note should be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Payee shall have the right at any time to assign, endorse, pledge, convey or otherwise transfer this Note and all of the other documents evidencing, governing or securing this Note to any party. From and after the date of such assignment, endorsement, pledge, conveyance or other transfer, such transferee shall be entitled to exercise any and all rights and remedies of Payee hereunder. Obligor shall not assign, convey or otherwise transfer its rights and obligations hereunder without the prior written consent of the Payee. Subject to the foregoing, this Note shall be binding upon and inure to the benefit of Obligor, Payee and their respective successors and assigns. Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein. This Note shall be governed by and construed in accordance with federal law. Any payment required to be made or other action required to be taken by the terms of this Note on a day other than a Business Day shall instead be required to be made or be taken on the next Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor has executed this Note effective as of the Effective
Date.

CRICKET LICENSEE XIX, INC.,
a Delaware corporation,

By: _____

Name: _____

Its: _____

Address: 10307 Pacific Center Court
San Diego, California 92121
Attn: General Counsel

AMENDED AND RESTATED NOTE

U.S. \$10,130,904.86
Washington, D.C.

Original Execution Date: June 26, 1998

Initial License No.: **PBB290C**
Current Call Sign: **KNLF467**

1. Fundamental Provisions; Definitions. The following terms will be used as defined terms in this Amended and Restated Note ("Note"):

Original Execution

Date of this Note:

June 26, 1998

Effective Date of this

Note ("Effective Date"):

Obligor:

Cricket Licensee XVII, Inc.

Payee:

Federal Communications Commission, an
independent regulatory agency of the United States

Original Principal Amount

\$47,094,750.00

Principal Amount Outstanding
as of the Effective Date

("Outstanding Principal"):

\$10,130,904.86

Interest Rate:

7% per annum

Default Rate:

9% per annum

Maturity Date:

July 31, 2005

License:

The broadband PCS license identified above.

Business Day:

Any day of the year other than a Saturday, Sunday or
a United States Federal holiday.

Plan:

Obligor's existing Fifth Amended Joint Plan of
Reorganization as confirmed by the U.S.
Bankruptcy Court, Southern District of California in
Chapter 11 Case No. 03-3470-All through 03-3535-
All.

Plan Effective Date:

The day the Plan becomes effective pursuant to its
terms.

Omnibus Reinstatement Agreement: That certain Omnibus Agreement for Reinstatement of Debt and Modification of Installment Payment Plan Notes and Security Agreements for Broadband PCS Licenses, executed on _____, 2004, by and among the Payee, Cricket Communications, Inc., a Delaware corporation ("Cricket"), Obligor and certain Affiliates of Obligor.

This Note is delivered by Obligor to Payee as one of the Amended and Restated Notes as described in and required to be delivered pursuant to the Omnibus Reinstatement Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Omnibus Reinstatement Agreement.

2. Promise to Pay. For value received, Obligor promises to pay to Payee, or order, the Outstanding Principal with interest at the Interest Rate from the Effective Date until paid in full, in accordance with the terms contained herein. Interest on the principal amount of this Note shall be computed at the Interest Rate on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, except that interest due and payable for a period of less than a full quarterly period shall be calculated by dividing the full quarterly payment by the actual number of calendar days in the applicable quarterly period to create a daily rate that is multiplied by the actual number of days elapsed since the last day of the previous quarterly payment period.

3. Payment Schedule. Obligor shall pay interest and principal payments as set forth below:

(a) On April 30, 2005, Obligor shall pay Payee \$1,505,692.28 of principal plus accrued and unpaid interest from the Effective Date through and including April 30, 2005.

(b) On the Maturity Date, Obligor shall pay Payee the entire remaining unpaid principal, together with accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid.

(c) Notwithstanding the foregoing, if Leap Wireless International, Inc. ("Leap") or Cricket, or any other entity controlled by Leap or Cricket, closes a public or private offering of secured or unsecured debt generating net proceeds of \$350 million or more (a "Debt Offering"), then Obligor shall pay to Payee within two (2) Business Days of such closing an amount up to the applicable Pro Rata Post Redemption Net Proceeds (as such term is defined in, and pursuant to, the terms and conditions of the Omnibus Reinstatement Agreement), if any, to the extent necessary to satisfy the then remaining unpaid principal under this Note, together with all accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid. Any such payment described in the preceding sentence shall be applied in the same manner as prepayments are applied pursuant to Section 6 below, and to the extent such payment is not sufficient to fully satisfy Obligor's payment obligations under this Note, then any remaining balance due shall be satisfied pursuant to the provisions of Sections 3(a) and 3(b) as applicable. If a Debt Offering closes, but the net proceeds of such offering are held in escrow until the Assignment Approval Order becomes a

final, non-appealable order, then such Debt Offering will not be deemed to have closed for purposes of this paragraph until such order becomes final and non-appealable. As used in this paragraph, "Assignment Approval Order" shall mean an order whereby Payee has issued its consent to the assignment of the License from the Obligor, as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, to the same Obligor but not as debtors-in-possession and as of the Plan Effective Date, such consent to be in form and manner sufficient to permit the consummation of the Plan.

4. Place and Manner of Payment. All payments shall be made by wire transfer of immediately available funds to the account designated in writing by Payee to Obligor from time to time, or in the Payee's designated lockbox location as set forth from time to time in the Payee's then-applicable orders and regulations and/or public notices. All payments shall be made in lawful money of the United States.

5. Default Interest Rate. Commencing on the first to occur of (a) a Maturity Date, or (b) the occurrence of an Event of Default, and continuing thereafter until this Note has been paid in full, or in the case of an Event of Default, the Event of Default is cured, all then outstanding principal amounts due and owing under this Note shall bear interest at the Default Rate, in lieu of the Interest Rate, calculated in the same manner as set forth in Section 2 above. The provisions of this Section 5 shall not limit the Payee's right to compel prompt performance hereunder.

6. Prepayments. This Note may be prepaid in whole or in part at any time and from time to time, without premium or penalty. All such prepayments shall be applied first to the payment of late charges, if any, and costs and expenses due hereunder, then to accrued and unpaid interest, then to that portion of the unpaid principal amount due on the Maturity Date and then, if applicable, to any unpaid installments of principal.

7. Event of Default. At the option of Payee, a default under this Note ("Event of Default") shall occur upon any or all of the following:

(a) Any non-payment by Obligor of any principal and/or interest on the due date as specified herein if the Obligor remains delinquent for more than five (5) Business Days; or

(b) An involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereinafter in effect is hereafter commenced against the Obligor (or any of Obligor's Affiliates) and the petition shall not have been dismissed, stayed, bonded or discharged within sixty (60) days after commencement of the case; or a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Obligor (or any of the Obligor's Affiliates) in any such involuntary case commenced after the date hereof; or

(c) After the Effective Date, a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Obligor (or any of the Obligor's Affiliates) or over all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be entered; or an interim receiver, trustee or other custodian of the Obligor (or any of the Obligor's Affiliates), or of all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be appointed or a warrant of attachment, execution, or similar process against substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be issued

and any such event shall not be stayed, dismissed, bonded or discharged within sixty (60) days after entry, appointment or issuance; or

(d) The Obligor (or any of the Obligor's Affiliates) shall after the Effective Date: (1) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, (3) consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or substantially all of its property, (4) make an assignment for the benefit of creditors, or (5) take any corporate action to authorize any of the foregoing; or

(e) Obligor materially fails to perform any obligation or commits a material breach of any agreement set forth in this Note, the Security Agreement or the other Loan Documents (other than the non-payment by Obligor of any principal or interest hereunder), and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(f) Cricket or any other Cricket Affiliate (other than Obligor) that is also a signatory to the Omnibus Reinstatement Agreement, materially fails to perform any obligation or commits a material breach of the Omnibus Reinstatement Agreement or any other agreement to which they are a party and that is referenced in the Omnibus Reinstatement Agreement, and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(g) Any representation or warranty of Obligor given on the date hereof in the Loan Documents is proven to be untrue or materially misleading when made; or

(h) Any failure by Obligor to comply with any other condition (as set forth in the Security Agreement) for holding the above referenced License as set forth in the License or in the Communications Act of 1934, as amended, or the then-applicable orders and regulations of the Payee, and such failure is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(i) Any failure by Obligor or any of the Affiliates to make any scheduled payment (whether of principal or interest) in respect of any Material Indebtedness (as defined below), in each case beyond the end of any applicable grace period, provided that such failure has not been waived by the holder or holders of the Material Indebtedness or any trustee or agent on its or their behalf. "Material Indebtedness" shall mean indebtedness for borrowed money (other than letters of credit) of any one or more of the Obligor or any of the Affiliates in an aggregate principal amount exceeding \$15,000,000.

(j) The issuance of an order of the Federal Communications Commission rescinding, revoking or canceling the License or any other of the licenses specifically identified on Schedule A of the Omnibus Reinstatement Agreement.

As used herein, "Affiliate" shall mean with respect to any individual or entity, Leap or any corporation or other entity of which more than 50% of the voting power of the outstanding shares (or other ownership interests with general voting powers) is owned, directly or indirectly, by

Leap, including, without limitation, Cricket and each of the "Obligors," as defined in the Omnibus Reinstatement Agreement, but excluding the Obligor under this Note. "Affiliate" shall not include, however, any foreign Affiliate of any persons or entities, and Obligor represents and warrants to Payee that all of its foreign Affiliates, in aggregate, have total assets of less than \$10,000,000.00 excluding amounts owed to such foreign Affiliates by other Affiliates.

Upon the occurrence of an Event of Default, or if Obligor ceases to hold the License, then at the option of Payee, the entire sum of principal, interest, and all other charges due under this Note shall become immediately due and payable following written notice thereof to Obligor.

8. Anything to the contrary notwithstanding, Payee shall not charge, take or receive, and Obligor shall not be obligated to pay to Payee, any amounts constituting interest on the unpaid principal in excess of the maximum rate permitted by applicable law. If by reason of the acceleration of the unpaid principal or otherwise, interest in excess of the highest legal contract rate permitted by applicable law shall at any time be paid, any such excess shall constitute and be treated as a payment of principal hereunder and shall operate to reduce any such outstanding principal amount.

9. ANY PARTY HERETO MAY BRING A LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS EVIDENCED HEREBY, BUT SUCH ACTION SHALL ONLY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, AND, BY EXECUTION AND DELIVERY OF THIS NOTE, THE OBLIGOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN THE DISTRICT OF COLUMBIA.

10. THE OBLIGOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO THE OBLIGOR AT ITS ADDRESS PROVIDED BELOW (AS SUCH ADDRESS MAY BE CHANGED BY WRITTEN NOTICE FROM TIME TO TIME). SUCH SERVICE SHALL BE DEEMED TO HAVE OCCURRED ON THE THIRD DAY AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE OBLIGOR IN ANY OTHER JURISDICTION.

11. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, UNCONDITIONALLY, IRREVOCABLY AND INTENTIONALLY FOREVER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS,

INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING OR SECURING THE DEBT EVIDENCED HEREBY, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PERSON OR ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS NOTE OR ANY RELATED DOCUMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS NOTE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS NOTE, IN WHOLE OR IN PART, WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). OBLIGOR REPRESENTS THAT NO ORAL OR WRITTEN STATEMENTS HAVE BEEN MADE BY ANY PARTY TO EXCLUDE THIS SUBMISSION TO JURISDICTION AND WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS STATED EFFECT. OBLIGOR FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, SELECTED BY ITS OWN FREE WILL, IN SIGNING THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PAYEE TO ENTER INTO THIS TRANSACTION AND THE VARIOUS DOCUMENTS RELATED THERETO.

12. Loan Documents; Security Agreement. This Note is secured by a Security Agreement dated as of the Original Execution Date of this Note, between Payee and Obligor or Obligor's predecessor in interest (as amended through the Effective Date, the "Security Agreement"), encumbering the License. This Note, the Security Agreement, and all other documents or instruments that have been, or that hereafter are executed by Obligor in connection with or to evidence or to secure payment of the indebtedness evidenced by this Note, including, without limitation, any security agreements, modification agreements (including, without limitation, the Omnibus Reinstatement Agreement), financing statements, assignments and assumptions, and other documents or instruments related thereto, if any, are referred to collectively herein as the "Loan Documents."

13. Attorneys' Fees. The Payee, in any action to enforce, construe or defend any provision hereof, arising as a consequence of any Event of Default hereunder, or otherwise relating to this Note or the Security Agreement shall be entitled to receive from Obligor reimbursement of all reasonable attorneys' fees, costs and other expenses incurred in connection therewith, together with interest thereon from the date of demand at the legal rate. The reference to "attorneys' fees" in this Section shall include without limitation such amounts as may then be charged by Payee for legal services furnished by attorneys in the employ of Payee, at rates not exceeding those that would be charged by outside attorneys for comparable services.

14. No Waiver. No delay or omission of Payee in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Payee may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Payee's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

15. Waiver of Notices. Obligor, all endorsers, all guarantors and all person liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or

non-payment of this Note, and any and all other notices or matters of a like nature, consent to any and all renewals and extensions of the time of payment hereto, and agree further that at any time and from time to time without notice, the security described in any of the Loan Documents at any time securing this Note may be released in whole or in part, or increased, changed or exchanged by agreement between the holder hereof and any owner of the License or other collateral affected thereby, without in any way affecting the liability of any party to this Note, any endorser, any guarantor, or any person liable or to become liable with respect to any indebtedness evidenced hereby.

16. Miscellaneous Provisions. No provision of this Note may be amended, modified, supplemented, changed, waived, discharged or terminated unless Payee consents thereto in writing. In case any one or more of the provisions contained in this Note should be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Payee shall have the right at any time to assign, endorse, pledge, convey or otherwise transfer this Note and all of the other documents evidencing, governing or securing this Note to any party. From and after the date of such assignment, endorsement, pledge, conveyance or other transfer, such transferee shall be entitled to exercise any and all rights and remedies of Payee hereunder. Obligor shall not assign, convey or otherwise transfer its rights and obligations hereunder without the prior written consent of the Payee. Subject to the foregoing, this Note shall be binding upon and inure to the benefit of Obligor, Payee and their respective successors and assigns. Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein. This Note shall be governed by and construed in accordance with federal law. Any payment required to be made or other action required to be taken by the terms of this Note on a day other than a Business Day shall instead be required to be made or be taken on the next Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor has executed this Note effective as of the Effective Date.

CRICKET LICENSEE XVII, INC.,
a Delaware corporation,

By: _____

Name: _____

Its: _____

Address: 10307 Pacific Center Court
San Diego, California 92121
Attn: General Counsel

AMENDED AND RESTATED NOTE

U.S. \$1,099,351.31
Washington, D.C.

Original Execution Date: July 13, 1998

Initial License No.: **CWB239F**
Current Call Sign: **KNLG741**

1. Fundamental Provisions; Definitions. The following terms will be used as defined terms in this Amended and Restated Note ("Note"):

| | |
|---|--|
| <u>Original Execution Date of this Note:</u> | July 13, 1998 |
| <u>Effective Date of this Note ("Effective Date"):</u> | _____ |
| <u>Obligor:</u> | Cricket Licensee (Lakeland), Inc. |
| <u>Payee:</u> | Federal Communications Commission, an independent regulatory agency of the United States |
| <u>Original Principal Amount</u> | \$1,863,000.00 |
| <u>Principal Amount Outstanding as of the Effective Date ("Outstanding Principal"):</u> | \$1,099,351.31 |
| <u>Interest Rate:</u> | 6.25% per annum |
| <u>Default Rate:</u> | 8.25% per annum |
| <u>Maturity Date:</u> | July 31, 2005 |
| <u>License:</u> | The broadband PCS license identified above. |
| <u>Business Day:</u> | Any day of the year other than a Saturday, Sunday or a United States Federal holiday. |
| <u>Plan:</u> | Obligor's existing Fifth Amended Joint Plan of Reorganization as confirmed by the U.S. Bankruptcy Court, Southern District of California in Chapter 11 Case No. 03-3470-All through 03-3535-All. |
| <u>Plan Effective Date:</u> | The day the Plan becomes effective pursuant to its terms. |

Omnibus Reinstatement Agreement: That certain Omnibus Agreement for Reinstatement of Debt and Modification of Installment Payment Plan Notes and Security Agreements for Broadband PCS Licenses, executed on _____, 2004, by and among the Payee, Cricket Communications, Inc., a Delaware corporation ("Cricket"), Obligor and certain Affiliates of Obligor.

This Note is delivered by Obligor to Payee as one of the Amended and Restated Notes as described in and required to be delivered pursuant to the Omnibus Reinstatement Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Omnibus Reinstatement Agreement.

2. Promise to Pay. For value received, Obligor promises to pay to Payee, or order, the Outstanding Principal with interest at the Interest Rate from the Effective Date until paid in full, in accordance with the terms contained herein. Interest on the principal amount of this Note shall be computed at the Interest Rate on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, except that interest due and payable for a period of less than a full quarterly period shall be calculated by dividing the full quarterly payment by the actual number of calendar days in the applicable quarterly period to create a daily rate that is multiplied by the actual number of days elapsed since the last day of the previous quarterly payment period.

3. Payment Schedule. Obligor shall pay interest and principal payments as set forth below:

(a) On April 30, 2005, Obligor shall pay Payee \$64,808.20 of principal plus accrued and unpaid interest from the Effective Date through and including April 30, 2005.

(b) On the Maturity Date, Obligor shall pay Payee the entire remaining unpaid principal, together with accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid.

(c) Notwithstanding the foregoing, if Leap Wireless International, Inc. ("Leap") or Cricket, or any other entity controlled by Leap or Cricket, closes a public or private offering of secured or unsecured debt generating net proceeds of \$350 million or more (a "Debt Offering"), then Obligor shall pay to Payee within two (2) Business Days of such closing an amount up to the applicable Pro Rata Post Redemption Net Proceeds (as such term is defined in, and pursuant to, the terms and conditions of the Omnibus Reinstatement Agreement), if any, to the extent necessary to satisfy the then remaining unpaid principal under this Note, together with all accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid. Any such payment described in the preceding sentence shall be applied in the same manner as prepayments are applied pursuant to Section 6 below, and to the extent such payment is not sufficient to fully satisfy Obligor's payment obligations under this Note, then any remaining balance due shall be satisfied pursuant to the provisions of Sections 3(a) and 3(b) as applicable. If a Debt Offering closes, but the net proceeds of such offering are held in escrow until the Assignment Approval Order becomes a

final, non-appealable order, then such Debt Offering will not be deemed to have closed for purposes of this paragraph until such order becomes final and non-appealable. As used in this paragraph, "Assignment Approval Order" shall mean an order whereby Payee has issued its consent to the assignment of the License from the Obligor, as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, to the same Obligor but not as debtors-in-possession and as of the Plan Effective Date, such consent to be in form and manner sufficient to permit the consummation of the Plan.

4. Place and Manner of Payment. All payments shall be made by wire transfer of immediately available funds to the account designated in writing by Payee to Obligor from time to time, or in the Payee's designated lockbox location as set forth from time to time in the Payee's then-applicable orders and regulations and/or public notices. All payments shall be made in lawful money of the United States.

5. Default Interest Rate. Commencing on the first to occur of (a) a Maturity Date, or (b) the occurrence of an Event of Default, and continuing thereafter until this Note has been paid in full, or in the case of an Event of Default, the Event of Default is cured, all then outstanding principal amounts due and owing under this Note shall bear interest at the Default Rate, in lieu of the Interest Rate, calculated in the same manner as set forth in Section 2 above. The provisions of this Section 5 shall not limit the Payee's right to compel prompt performance hereunder.

6. Prepayments. This Note may be prepaid in whole or in part at any time and from time to time, without premium or penalty. All such prepayments shall be applied first to the payment of late charges, if any, and costs and expenses due hereunder, then to accrued and unpaid interest, then to that portion of the unpaid principal amount due on the Maturity Date and then, if applicable, to any unpaid installments of principal.

7. Event of Default. At the option of Payee, a default under this Note ("Event of Default") shall occur upon any or all of the following:

(a) Any non-payment by Obligor of any principal and/or interest on the due date as specified herein if the Obligor remains delinquent for more than five (5) Business Days; or

(b) An involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereinafter in effect is hereafter commenced against the Obligor (or any of Obligor's Affiliates) and the petition shall not have been dismissed, stayed, bonded or discharged within sixty (60) days after commencement of the case; or a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Obligor (or any of the Obligor's Affiliates) in any such involuntary case commenced after the date hereof; or

(c) After the Effective Date, a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Obligor (or any of the Obligor's Affiliates) or over all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be entered; or an interim receiver, trustee or other custodian of the Obligor (or any of the Obligor's Affiliates), or of all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be appointed or a warrant of attachment, execution, or similar process against substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be issued

and any such event shall not be stayed, dismissed, bonded or discharged within sixty (60) days after entry, appointment or issuance; or

(d) The Obligor (or any of the Obligor's Affiliates) shall after the Effective Date: (1) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, (3) consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or substantially all of its property, (4) make an assignment for the benefit of creditors, or (5) take any corporate action to authorize any of the foregoing; or

(e) Obligor materially fails to perform any obligation or commits a material breach of any agreement set forth in this Note, the Security Agreement or the other Loan Documents (other than the non-payment by Obligor of any principal or interest hereunder), and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(f) Cricket or any other Cricket Affiliate (other than Obligor) that is also a signatory to the Omnibus Reinstatement Agreement, materially fails to perform any obligation or commits a material breach of the Omnibus Reinstatement Agreement or any other agreement to which they are a party and that is referenced in the Omnibus Reinstatement Agreement, and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(g) Any representation or warranty of Obligor given on the date hereof in the Loan Documents is proven to be untrue or materially misleading when made; or

(h) Any failure by Obligor to comply with any other condition (as set forth in the Security Agreement) for holding the above referenced License as set forth in the License or in the Communications Act of 1934, as amended, or the then-applicable orders and regulations of the Payee, and such failure is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(i) Any failure by Obligor or any of the Affiliates to make any scheduled payment (whether of principal or interest) in respect of any Material Indebtedness (as defined below), in each case beyond the end of any applicable grace period, provided that such failure has not been waived by the holder or holders of the Material Indebtedness or any trustee or agent on its or their behalf. "Material Indebtedness" shall mean indebtedness for borrowed money (other than letters of credit) of any one or more of the Obligor or any of the Affiliates in an aggregate principal amount exceeding \$15,000,000.

(j) The issuance of an order of the Federal Communications Commission rescinding, revoking or canceling the License or any other of the licenses specifically identified on Schedule A of the Omnibus Reinstatement Agreement.

As used herein, "Affiliate" shall mean with respect to any individual or entity, Leap or any corporation or other entity of which more than 50% of the voting power of the outstanding shares (or other ownership interests with general voting powers) is owned, directly or indirectly, by

Leap, including, without limitation, Cricket and each of the "Obligors," as defined in the Omnibus Reinstatement Agreement, but excluding the Obligor under this Note. "Affiliate" shall not include, however, any foreign Affiliate of any persons or entities, and Obligor represents and warrants to Payee that all of its foreign Affiliates, in aggregate, have total assets of less than \$10,000,000.00 excluding amounts owed to such foreign Affiliates by other Affiliates.

Upon the occurrence of an Event of Default, or if Obligor ceases to hold the License, then at the option of Payee, the entire sum of principal, interest, and all other charges due under this Note shall become immediately due and payable following written notice thereof to Obligor.

8. Anything to the contrary notwithstanding, Payee shall not charge, take or receive, and Obligor shall not be obligated to pay to Payee, any amounts constituting interest on the unpaid principal in excess of the maximum rate permitted by applicable law. If by reason of the acceleration of the unpaid principal or otherwise, interest in excess of the highest legal contract rate permitted by applicable law shall at any time be paid, any such excess shall constitute and be treated as a payment of principal hereunder and shall operate to reduce any such outstanding principal amount.

9. ANY PARTY HERETO MAY BRING A LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS EVIDENCED HEREBY, BUT SUCH ACTION SHALL ONLY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, AND, BY EXECUTION AND DELIVERY OF THIS NOTE, THE OBLIGOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN THE DISTRICT OF COLUMBIA.

10. THE OBLIGOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO THE OBLIGOR AT ITS ADDRESS PROVIDED BELOW (AS SUCH ADDRESS MAY BE CHANGED BY WRITTEN NOTICE FROM TIME TO TIME). SUCH SERVICE SHALL BE DEEMED TO HAVE OCCURRED ON THE THIRD DAY AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE OBLIGOR IN ANY OTHER JURISDICTION.

11. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, UNCONDITIONALLY, IRREVOCABLY AND INTENTIONALLY FOREVER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS,

INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING OR SECURING THE DEBT EVIDENCED HEREBY, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PERSON OR ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS NOTE OR ANY RELATED DOCUMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS NOTE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS NOTE, IN WHOLE OR IN PART, WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). OBLIGOR REPRESENTS THAT NO ORAL OR WRITTEN STATEMENTS HAVE BEEN MADE BY ANY PARTY TO EXCLUDE THIS SUBMISSION TO JURISDICTION AND WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS STATED EFFECT. OBLIGOR FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, SELECTED BY ITS OWN FREE WILL, IN SIGNING THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PAYEE TO ENTER INTO THIS TRANSACTION AND THE VARIOUS DOCUMENTS RELATED THERETO.

12. Loan Documents; Security Agreement. This Note is secured by a Security Agreement dated as of the Original Execution Date of this Note, between Payee and Obligor or Obligor's predecessor in interest (as amended through the Effective Date, the "Security Agreement"), encumbering the License. This Note, the Security Agreement, and all other documents or instruments that have been, or that hereafter are executed by Obligor in connection with or to evidence or to secure payment of the indebtedness evidenced by this Note, including, without limitation, any security agreements, modification agreements (including, without limitation, the Omnibus Reinstatement Agreement), financing statements, assignments and assumptions, and other documents or instruments related thereto, if any, are referred to collectively herein as the "Loan Documents."

13. Attorneys' Fees. The Payee, in any action to enforce, construe or defend any provision hereof, arising as a consequence of any Event of Default hereunder, or otherwise relating to this Note or the Security Agreement shall be entitled to receive from Obligor reimbursement of all reasonable attorneys' fees, costs and other expenses incurred in connection therewith, together with interest thereon from the date of demand at the legal rate. The reference to "attorneys' fees" in this Section shall include without limitation such amounts as may then be charged by Payee for legal services furnished by attorneys in the employ of Payee, at rates not exceeding those that would be charged by outside attorneys for comparable services.

14. No Waiver. No delay or omission of Payee in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Payee may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Payee's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

15. Waiver of Notices. Obligor, all endorsers, all guarantors and all person liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or

non-payment of this Note, and any and all other notices or matters of a like nature, consent to any and all renewals and extensions of the time of payment hereto, and agree further that at any time and from time to time without notice, the security described in any of the Loan Documents at any time securing this Note may be released in whole or in part, or increased, changed or exchanged by agreement between the holder hereof and any owner of the License or other collateral affected thereby, without in any way affecting the liability of any party to this Note, any endorser, any guarantor, or any person liable or to become liable with respect to any indebtedness evidenced hereby.

16. Miscellaneous Provisions. No provision of this Note may be amended, modified, supplemented, changed, waived, discharged or terminated unless Payee consents thereto in writing. In case any one or more of the provisions contained in this Note should be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Payee shall have the right at any time to assign, endorse, pledge, convey or otherwise transfer this Note and all of the other documents evidencing, governing or securing this Note to any party. From and after the date of such assignment, endorsement, pledge, conveyance or other transfer, such transferee shall be entitled to exercise any and all rights and remedies of Payee hereunder. Obligor shall not assign, convey or otherwise transfer its rights and obligations hereunder without the prior written consent of the Payee. Subject to the foregoing, this Note shall be binding upon and inure to the benefit of Obligor, Payee and their respective successors and assigns. Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein. This Note shall be governed by and construed in accordance with federal law. Any payment required to be made or other action required to be taken by the terms of this Note on a day other than a Business Day shall instead be required to be made or be taken on the next Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor has executed this Note effective as of the Effective Date.

CRICKET LICENSEE (LAKELAND), INC.,
a Delaware corporation,

By: _____

Name: _____

Its: _____

Address: 10307 Pacific Center Court
San Diego, California 92121
Attn: General Counsel

AMENDED AND RESTATED NOTE

U.S. \$3,273,963.40
Washington, D.C.

Original Execution Date: July 23, 1997

Initial License No.: **CWB174F**
Current Call Sign: **KNLG279**

1. Fundamental Provisions; Definitions. The following terms will be used as defined terms in this Amended and Restated Note ("Note"):

Original Execution
Date of this Note:

July 23, 1997

Effective Date of this
Note ("Effective Date"):

Obligor:

Cricket Licensee (North Carolina), Inc.

Payee:

Federal Communications Commission, an
independent regulatory agency of the United States

Original Principal Amount

\$5,526,666.40

Principal Amount Outstanding
as of the Effective Date
("Outstanding Principal"):

\$3,273,963.40

Interest Rate:

6.25% per annum

Default Rate:

8.25% per annum

Maturity Date:

July 31, 2005

License:

The broadband PCS license identified above.

Business Day:

Any day of the year other than a Saturday, Sunday or
a United States Federal holiday.

Plan:

Obligor's existing Fifth Amended Joint Plan of
Reorganization as confirmed by the U.S.
Bankruptcy Court, Southern District of California in
Chapter 11 Case No. 03-3470-All through 03-3535-
All.

Plan Effective Date:

The day the Plan becomes effective pursuant to its
terms.

Omnibus Reinstatement Agreement: That certain Omnibus Agreement for Reinstatement of Debt and Modification of Installment Payment Plan Notes and Security Agreements for Broadband PCS Licenses, executed on _____, 2004, by and among the Payee, Cricket Communications, Inc., a Delaware corporation ("Cricket"), Obligor and certain Affiliates of Obligor.

This Note is delivered by Obligor to Payee as one of the Amended and Restated Notes as described in and required to be delivered pursuant to the Omnibus Reinstatement Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Omnibus Reinstatement Agreement.

2. Promise to Pay. For value received, Obligor promises to pay to Payee, or order, the Outstanding Principal with interest at the Interest Rate from the Effective Date until paid in full, in accordance with the terms contained herein. Interest on the principal amount of this Note shall be computed at the Interest Rate on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, except that interest due and payable for a period of less than a full quarterly period shall be calculated by dividing the full quarterly payment by the actual number of calendar days in the applicable quarterly period to create a daily rate that is multiplied by the actual number of days elapsed since the last day of the previous quarterly payment period.

3. Payment Schedule. Obligor shall pay interest and principal payments as set forth below:

(a) On April 30, 2005, Obligor shall pay Payee \$192,031.68 of principal plus accrued and unpaid interest from the Effective Date through and including April 30, 2005.

(b) On the Maturity Date, Obligor shall pay Payee the entire remaining unpaid principal, together with accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid.

(c) Notwithstanding the foregoing, if Leap Wireless International, Inc. ("Leap") or Cricket, or any other entity controlled by Leap or Cricket, closes a public or private offering of secured or unsecured debt generating net proceeds of \$350 million or more (a "Debt Offering"), then Obligor shall pay to Payee within two (2) Business Days of such closing an amount up to the applicable Pro Rata Post Redemption Net Proceeds (as such term is defined in, and pursuant to, the terms and conditions of the Omnibus Reinstatement Agreement), if any, to the extent necessary to satisfy the then remaining unpaid principal under this Note, together with all accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid. Any such payment described in the preceding sentence shall be applied in the same manner as prepayments are applied pursuant to Section 6 below, and to the extent such payment is not sufficient to fully satisfy Obligor's payment obligations under this Note, then any remaining balance due shall be satisfied pursuant to the provisions of Sections 3(a) and 3(b) as applicable. If a Debt Offering closes, but the net proceeds of such offering are held in escrow until the Assignment Approval Order becomes a

final, non-appealable order, then such Debt Offering will not be deemed to have closed for purposes of this paragraph until such order becomes final and non-appealable. As used in this paragraph, "Assignment Approval Order" shall mean an order whereby Payee has issued its consent to the assignment of the License from the Obligor, as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, to the same Obligor but not as debtors-in-possession and as of the Plan Effective Date, such consent to be in form and manner sufficient to permit the consummation of the Plan.

4. Place and Manner of Payment. All payments shall be made by wire transfer of immediately available funds to the account designated in writing by Payee to Obligor from time to time, or in the Payee's designated lockbox location as set forth from time to time in the Payee's then-applicable orders and regulations and/or public notices. All payments shall be made in lawful money of the United States.

5. Default Interest Rate. Commencing on the first to occur of (a) a Maturity Date, or (b) the occurrence of an Event of Default, and continuing thereafter until this Note has been paid in full, or in the case of an Event of Default, the Event of Default is cured, all then outstanding principal amounts due and owing under this Note shall bear interest at the Default Rate, in lieu of the Interest Rate, calculated in the same manner as set forth in Section 2 above. The provisions of this Section 5 shall not limit the Payee's right to compel prompt performance hereunder.

6. Prepayments. This Note may be prepaid in whole or in part at any time and from time to time, without premium or penalty. All such prepayments shall be applied first to the payment of late charges, if any, and costs and expenses due hereunder, then to accrued and unpaid interest, then to that portion of the unpaid principal amount due on the Maturity Date and then, if applicable, to any unpaid installments of principal.

7. Event of Default. At the option of Payee, a default under this Note ("Event of Default") shall occur upon any or all of the following:

(a) Any non-payment by Obligor of any principal and/or interest on the due date as specified herein if the Obligor remains delinquent for more than five (5) Business Days; or

(b) An involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereinafter in effect is hereafter commenced against the Obligor (or any of Obligor's Affiliates) and the petition shall not have been dismissed, stayed, bonded or discharged within sixty (60) days after commencement of the case; or a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Obligor (or any of the Obligor's Affiliates) in any such involuntary case commenced after the date hereof; or

(c) After the Effective Date, a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Obligor (or any of the Obligor's Affiliates) or over all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be entered; or an interim receiver, trustee or other custodian of the Obligor (or any of the Obligor's Affiliates), or of all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be appointed or a warrant of attachment, execution, or similar process against substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be issued

and any such event shall not be stayed, dismissed, bonded or discharged within sixty (60) days after entry, appointment or issuance; or

(d) The Obligor (or any of the Obligor's Affiliates) shall after the Effective Date: (1) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, (3) consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or substantially all of its property, (4) make an assignment for the benefit of creditors, or (5) take any corporate action to authorize any of the foregoing; or

(e) Obligor materially fails to perform any obligation or commits a material breach of any agreement set forth in this Note, the Security Agreement or the other Loan Documents (other than the non-payment by Obligor of any principal or interest hereunder), and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(f) Cricket or any other Cricket Affiliate (other than Obligor) that is also a signatory to the Omnibus Reinstatement Agreement, materially fails to perform any obligation or commits a material breach of the Omnibus Reinstatement Agreement or any other agreement to which they are a party and that is referenced in the Omnibus Reinstatement Agreement, and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(g) Any representation or warranty of Obligor given on the date hereof in the Loan Documents is proven to be untrue or materially misleading when made; or

(h) Any failure by Obligor to comply with any other condition (as set forth in the Security Agreement) for holding the above referenced License as set forth in the License or in the Communications Act of 1934, as amended, or the then-applicable orders and regulations of the Payee, and such failure is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(i) Any failure by Obligor or any of the Affiliates to make any scheduled payment (whether of principal or interest) in respect of any Material Indebtedness (as defined below), in each case beyond the end of any applicable grace period, provided that such failure has not been waived by the holder or holders of the Material Indebtedness or any trustee or agent on its or their behalf. "Material Indebtedness" shall mean indebtedness for borrowed money (other than letters of credit) of any one or more of the Obligor or any of the Affiliates in an aggregate principal amount exceeding \$15,000,000.

(j) The issuance of an order of the Federal Communications Commission rescinding, revoking or canceling the License or any other of the licenses specifically identified on Schedule A of the Omnibus Reinstatement Agreement.

As used herein, "Affiliate" shall mean with respect to any individual or entity, Leap or any corporation or other entity of which more than 50% of the voting power of the outstanding shares (or other ownership interests with general voting powers) is owned, directly or indirectly, by

Leap, including, without limitation, Cricket and each of the "Obligors," as defined in the Omnibus Reinstatement Agreement, but excluding the Obligor under this Note. "Affiliate" shall not include, however, any foreign Affiliate of any persons or entities, and Obligor represents and warrants to Payee that all of its foreign Affiliates, in aggregate, have total assets of less than \$10,000,000.00 excluding amounts owed to such foreign Affiliates by other Affiliates.

Upon the occurrence of an Event of Default, or if Obligor ceases to hold the License, then at the option of Payee, the entire sum of principal, interest, and all other charges due under this Note shall become immediately due and payable following written notice thereof to Obligor.

8. Anything to the contrary notwithstanding, Payee shall not charge, take or receive, and Obligor shall not be obligated to pay to Payee, any amounts constituting interest on the unpaid principal in excess of the maximum rate permitted by applicable law. If by reason of the acceleration of the unpaid principal or otherwise, interest in excess of the highest legal contract rate permitted by applicable law shall at any time be paid, any such excess shall constitute and be treated as a payment of principal hereunder and shall operate to reduce any such outstanding principal amount.

9. ANY PARTY HERETO MAY BRING A LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS EVIDENCED HEREBY, BUT SUCH ACTION SHALL ONLY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, AND, BY EXECUTION AND DELIVERY OF THIS NOTE, THE OBLIGOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN THE DISTRICT OF COLUMBIA.

10. THE OBLIGOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO THE OBLIGOR AT ITS ADDRESS PROVIDED BELOW (AS SUCH ADDRESS MAY BE CHANGED BY WRITTEN NOTICE FROM TIME TO TIME). SUCH SERVICE SHALL BE DEEMED TO HAVE OCCURRED ON THE THIRD DAY AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE OBLIGOR IN ANY OTHER JURISDICTION.

11. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, UNCONDITIONALLY, IRREVOCABLY AND INTENTIONALLY FOREVER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS,

INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING OR SECURING THE DEBT EVIDENCED HEREBY, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PERSON OR ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS NOTE OR ANY RELATED DOCUMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS NOTE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS NOTE, IN WHOLE OR IN PART, WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). OBLIGOR REPRESENTS THAT NO ORAL OR WRITTEN STATEMENTS HAVE BEEN MADE BY ANY PARTY TO EXCLUDE THIS SUBMISSION TO JURISDICTION AND WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS STATED EFFECT. OBLIGOR FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, SELECTED BY ITS OWN FREE WILL, IN SIGNING THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PAYEE TO ENTER INTO THIS TRANSACTION AND THE VARIOUS DOCUMENTS RELATED THERETO.

12. Loan Documents; Security Agreement. This Note is secured by a Security Agreement dated as of the Original Execution Date of this Note, between Payee and Obligor or Obligor's predecessor in interest (as amended through the Effective Date, the "Security Agreement"), encumbering the License. This Note, the Security Agreement, and all other documents or instruments that have been, or that hereafter are executed by Obligor in connection with or to evidence or to secure payment of the indebtedness evidenced by this Note, including, without limitation, any security agreements, modification agreements (including, without limitation, the Omnibus Reinstatement Agreement), financing statements, assignments and assumptions, and other documents or instruments related thereto, if any, are referred to collectively herein as the "Loan Documents."

13. Attorneys' Fees. The Payee, in any action to enforce, construe or defend any provision hereof, arising as a consequence of any Event of Default hereunder, or otherwise relating to this Note or the Security Agreement shall be entitled to receive from Obligor reimbursement of all reasonable attorneys' fees, costs and other expenses incurred in connection therewith, together with interest thereon from the date of demand at the legal rate. The reference to "attorneys' fees" in this Section shall include without limitation such amounts as may then be charged by Payee for legal services furnished by attorneys in the employ of Payee, at rates not exceeding those that would be charged by outside attorneys for comparable services.

14. No Waiver. No delay or omission of Payee in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Payee may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Payee's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

15. Waiver of Notices. Obligor, all endorsers, all guarantors and all person liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or

non-payment of this Note, and any and all other notices or matters of a like nature, consent to any and all renewals and extensions of the time of payment hereto, and agree further that at any time and from time to time without notice, the security described in any of the Loan Documents at any time securing this Note may be released in whole or in part, or increased, changed or exchanged by agreement between the holder hereof and any owner of the License or other collateral affected thereby, without in any way affecting the liability of any party to this Note, any endorser, any guarantor, or any person liable or to become liable with respect to any indebtedness evidenced hereby.

16. Miscellaneous Provisions. No provision of this Note may be amended, modified, supplemented, changed, waived, discharged or terminated unless Payee consents thereto in writing. In case any one or more of the provisions contained in this Note should be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Payee shall have the right at any time to assign, endorse, pledge, convey or otherwise transfer this Note and all of the other documents evidencing, governing or securing this Note to any party. From and after the date of such assignment, endorsement, pledge, conveyance or other transfer, such transferee shall be entitled to exercise any and all rights and remedies of Payee hereunder. Obligor shall not assign, convey or otherwise transfer its rights and obligations hereunder without the prior written consent of the Payee. Subject to the foregoing, this Note shall be binding upon and inure to the benefit of Obligor, Payee and their respective successors and assigns. Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein. This Note shall be governed by and construed in accordance with federal law. Any payment required to be made or other action required to be taken by the terms of this Note on a day other than a Business Day shall instead be required to be made or be taken on the next Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor has executed this Note effective as of the Effective Date.

CRICKET LICENSEE (NORTH CAROLINA), INC.,
a Delaware corporation,

By: _____

Name: _____

Its: _____

Address: 10307 Pacific Center Court
San Diego, California 92121
Attn: General Counsel

AMENDED AND RESTATED NOTE

U.S. \$11,640,149.48
Washington, D.C.

Original Execution Date: June 26, 1998

Initial License No.: **PBB314C**
Current Call Sign: **KNLF469**

1. Fundamental Provisions; Definitions. The following terms will be used as defined terms in this Amended and Restated Note ("Note"):

Original Execution

Date of this Note:

June 26, 1998

Effective Date of this

Note ("Effective Date"):

Obligor:

Cricket Licensee XVI, Inc.

Payee:

Federal Communications Commission, an
independent regulatory agency of the United States

Original Principal Amount

\$54,110,658.15

Principal Amount Outstanding
as of the Effective Date

("Outstanding Principal"):

\$11,640,149.48

Interest Rate:

7% per annum

Default Rate:

9% per annum

Maturity Date:

July 31, 2005

License:

The broadband PCS license identified above.

Business Day:

Any day of the year other than a Saturday, Sunday or
a United States Federal holiday.

Plan:

Obligor's existing Fifth Amended Joint Plan of
Reorganization as confirmed by the U.S.
Bankruptcy Court, Southern District of California in
Chapter 11 Case No. 03-3470-All through 03-3535-
All.

Plan Effective Date:

The day the Plan becomes effective pursuant to its
terms.

Omnibus Reinstatement Agreement: That certain Omnibus Agreement for Reinstatement of Debt and Modification of Installment Payment Plan Notes and Security Agreements for Broadband PCS Licenses, executed on _____, 2004, by and among the Payee, Cricket Communications, Inc., a Delaware corporation ("Cricket"), Obligor and certain Affiliates of Obligor.

This Note is delivered by Obligor to Payee as one of the Amended and Restated Notes as described in and required to be delivered pursuant to the Omnibus Reinstatement Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Omnibus Reinstatement Agreement.

2. Promise to Pay. For value received, Obligor promises to pay to Payee, or order, the Outstanding Principal with interest at the Interest Rate from the Effective Date until paid in full, in accordance with the terms contained herein. Interest on the principal amount of this Note shall be computed at the Interest Rate on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, except that interest due and payable for a period of less than a full quarterly period shall be calculated by dividing the full quarterly payment by the actual number of calendar days in the applicable quarterly period to create a daily rate that is multiplied by the actual number of days elapsed since the last day of the previous quarterly payment period.

3. Payment Schedule. Obligor shall pay interest and principal payments as set forth below:

(a) On April 30, 2005, Obligor shall pay Payee \$1,730,001.76 of principal plus accrued and unpaid interest from the Effective Date through and including April 30, 2005.

(b) On the Maturity Date, Obligor shall pay Payee the entire remaining unpaid principal, together with accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid.

(c) Notwithstanding the foregoing, if Leap Wireless International, Inc. ("Leap") or Cricket, or any other entity controlled by Leap or Cricket, closes a public or private offering of secured or unsecured debt generating net proceeds of \$350 million or more (a "Debt Offering"), then Obligor shall pay to Payee within two (2) Business Days of such closing an amount up to the applicable Pro Rata Post Redemption Net Proceeds (as such term is defined in, and pursuant to, the terms and conditions of the Omnibus Reinstatement Agreement), if any, to the extent necessary to satisfy the then remaining unpaid principal under this Note, together with all accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid. Any such payment described in the preceding sentence shall be applied in the same manner as prepayments are applied pursuant to Section 6 below, and to the extent such payment is not sufficient to fully satisfy Obligor's payment obligations under this Note, then any remaining balance due shall be satisfied pursuant to the provisions of Sections 3(a) and 3(b) as applicable. If a Debt Offering closes, but the net proceeds of such offering are held in escrow until the Assignment Approval Order becomes a

final, non-appealable order, then such Debt Offering will not be deemed to have closed for purposes of this paragraph until such order becomes final and non-appealable. As used in this paragraph, "Assignment Approval Order" shall mean an order whereby Payee has issued its consent to the assignment of the License from the Obligor, as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, to the same Obligor but not as debtors-in-possession and as of the Plan Effective Date, such consent to be in form and manner sufficient to permit the consummation of the Plan.

4. Place and Manner of Payment. All payments shall be made by wire transfer of immediately available funds to the account designated in writing by Payee to Obligor from time to time, or in the Payee's designated lockbox location as set forth from time to time in the Payee's then-applicable orders and regulations and/or public notices. All payments shall be made in lawful money of the United States.

5. Default Interest Rate. Commencing on the first to occur of (a) a Maturity Date, or (b) the occurrence of an Event of Default, and continuing thereafter until this Note has been paid in full, or in the case of an Event of Default, the Event of Default is cured, all then outstanding principal amounts due and owing under this Note shall bear interest at the Default Rate, in lieu of the Interest Rate, calculated in the same manner as set forth in Section 2 above. The provisions of this Section 5 shall not limit the Payee's right to compel prompt performance hereunder.

6. Prepayments. This Note may be prepaid in whole or in part at any time and from time to time, without premium or penalty. All such prepayments shall be applied first to the payment of late charges, if any, and costs and expenses due hereunder, then to accrued and unpaid interest, then to that portion of the unpaid principal amount due on the Maturity Date and then, if applicable, to any unpaid installments of principal.

7. Event of Default. At the option of Payee, a default under this Note ("Event of Default") shall occur upon any or all of the following:

(a) Any non-payment by Obligor of any principal and/or interest on the due date as specified herein if the Obligor remains delinquent for more than five (5) Business Days; or

(b) An involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereinafter in effect is hereafter commenced against the Obligor (or any of Obligor's Affiliates) and the petition shall not have been dismissed, stayed, bonded or discharged within sixty (60) days after commencement of the case; or a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Obligor (or any of the Obligor's Affiliates) in any such involuntary case commenced after the date hereof; or

(c) After the Effective Date, a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Obligor (or any of the Obligor's Affiliates) or over all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be entered; or an interim receiver, trustee or other custodian of the Obligor (or any of the Obligor's Affiliates), or of all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be appointed or a warrant of attachment, execution, or similar process against substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be issued

and any such event shall not be stayed, dismissed, bonded or discharged within sixty (60) days after entry, appointment or issuance; or

(d) The Obligor (or any of the Obligor's Affiliates) shall after the Effective Date: (1) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, (3) consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or substantially all of its property, (4) make an assignment for the benefit of creditors, or (5) take any corporate action to authorize any of the foregoing; or

(e) Obligor materially fails to perform any obligation or commits a material breach of any agreement set forth in this Note, the Security Agreement or the other Loan Documents (other than the non-payment by Obligor of any principal or interest hereunder), and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(f) Cricket or any other Cricket Affiliate (other than Obligor) that is also a signatory to the Omnibus Reinstatement Agreement, materially fails to perform any obligation or commits a material breach of the Omnibus Reinstatement Agreement or any other agreement to which they are a party and that is referenced in the Omnibus Reinstatement Agreement, and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(g) Any representation or warranty of Obligor given on the date hereof in the Loan Documents is proven to be untrue or materially misleading when made; or

(h) Any failure by Obligor to comply with any other condition (as set forth in the Security Agreement) for holding the above referenced License as set forth in the License or in the Communications Act of 1934, as amended, or the then-applicable orders and regulations of the Payee, and such failure is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(i) Any failure by Obligor or any of the Affiliates to make any scheduled payment (whether of principal or interest) in respect of any Material Indebtedness (as defined below), in each case beyond the end of any applicable grace period, provided that such failure has not been waived by the holder or holders of the Material Indebtedness or any trustee or agent on its or their behalf. "Material Indebtedness" shall mean indebtedness for borrowed money (other than letters of credit) of any one or more of the Obligor or any of the Affiliates in an aggregate principal amount exceeding \$15,000,000.

(j) The issuance of an order of the Federal Communications Commission rescinding, revoking or canceling the License or any other of the licenses specifically identified on Schedule A of the Omnibus Reinstatement Agreement.

As used herein, "Affiliate" shall mean with respect to any individual or entity, Leap or any corporation or other entity of which more than 50% of the voting power of the outstanding shares (or other ownership interests with general voting powers) is owned, directly or indirectly, by

Leap, including, without limitation, Cricket and each of the "Obligors," as defined in the Omnibus Reinstatement Agreement, but excluding the Obligor under this Note. "Affiliate" shall not include, however, any foreign Affiliate of any persons or entities, and Obligor represents and warrants to Payee that all of its foreign Affiliates, in aggregate, have total assets of less than \$10,000,000.00 excluding amounts owed to such foreign Affiliates by other Affiliates.

Upon the occurrence of an Event of Default, or if Obligor ceases to hold the License, then at the option of Payee, the entire sum of principal, interest, and all other charges due under this Note shall become immediately due and payable following written notice thereof to Obligor.

8. Anything to the contrary notwithstanding, Payee shall not charge, take or receive, and Obligor shall not be obligated to pay to Payee, any amounts constituting interest on the unpaid principal in excess of the maximum rate permitted by applicable law. If by reason of the acceleration of the unpaid principal or otherwise, interest in excess of the highest legal contract rate permitted by applicable law shall at any time be paid, any such excess shall constitute and be treated as a payment of principal hereunder and shall operate to reduce any such outstanding principal amount.

9. ANY PARTY HERETO MAY BRING A LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS EVIDENCED HEREBY, BUT SUCH ACTION SHALL ONLY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, AND, BY EXECUTION AND DELIVERY OF THIS NOTE, THE OBLIGOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN THE DISTRICT OF COLUMBIA.

10. THE OBLIGOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO THE OBLIGOR AT ITS ADDRESS PROVIDED BELOW (AS SUCH ADDRESS MAY BE CHANGED BY WRITTEN NOTICE FROM TIME TO TIME). SUCH SERVICE SHALL BE DEEMED TO HAVE OCCURRED ON THE THIRD DAY AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE OBLIGOR IN ANY OTHER JURISDICTION.

11. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, UNCONDITIONALLY, IRREVOCABLY AND INTENTIONALLY FOREVER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS,

INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING OR SECURING THE DEBT EVIDENCED HEREBY, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PERSON OR ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS NOTE OR ANY RELATED DOCUMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS NOTE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS NOTE, IN WHOLE OR IN PART, WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). OBLIGOR REPRESENTS THAT NO ORAL OR WRITTEN STATEMENTS HAVE BEEN MADE BY ANY PARTY TO EXCLUDE THIS SUBMISSION TO JURISDICTION AND WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS STATED EFFECT. OBLIGOR FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, SELECTED BY ITS OWN FREE WILL, IN SIGNING THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PAYEE TO ENTER INTO THIS TRANSACTION AND THE VARIOUS DOCUMENTS RELATED THERETO.

12. Loan Documents; Security Agreement. This Note is secured by a Security Agreement dated as of the Original Execution Date of this Note, between Payee and Obligor or Obligor's predecessor in interest (as amended through the Effective Date, the "Security Agreement"), encumbering the License. This Note, the Security Agreement, and all other documents or instruments that have been, or that hereafter are executed by Obligor in connection with or to evidence or to secure payment of the indebtedness evidenced by this Note, including, without limitation, any security agreements, modification agreements (including, without limitation, the Omnibus Reinstatement Agreement), financing statements, assignments and assumptions, and other documents or instruments related thereto, if any, are referred to collectively herein as the "Loan Documents."

13. Attorneys' Fees. The Payee, in any action to enforce, construe or defend any provision hereof, arising as a consequence of any Event of Default hereunder, or otherwise relating to this Note or the Security Agreement shall be entitled to receive from Obligor reimbursement of all reasonable attorneys' fees, costs and other expenses incurred in connection therewith, together with interest thereon from the date of demand at the legal rate. The reference to "attorneys' fees" in this Section shall include without limitation such amounts as may then be charged by Payee for legal services furnished by attorneys in the employ of Payee, at rates not exceeding those that would be charged by outside attorneys for comparable services.

14. No Waiver. No delay or omission of Payee in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Payee may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Payee's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

15. Waiver of Notices. Obligor, all endorsers, all guarantors and all person liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or

non-payment of this Note, and any and all other notices or matters of a like nature, consent to any and all renewals and extensions of the time of payment hereto, and agree further that at any time and from time to time without notice, the security described in any of the Loan Documents at any time securing this Note may be released in whole or in part, or increased, changed or exchanged by agreement between the holder hereof and any owner of the License or other collateral affected thereby, without in any way affecting the liability of any party to this Note, any endorser, any guarantor, or any person liable or to become liable with respect to any indebtedness evidenced hereby.

16. Miscellaneous Provisions. No provision of this Note may be amended, modified, supplemented, changed, waived, discharged or terminated unless Payee consents thereto in writing. In case any one or more of the provisions contained in this Note should be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Payee shall have the right at any time to assign, endorse, pledge, convey or otherwise transfer this Note and all of the other documents evidencing, governing or securing this Note to any party. From and after the date of such assignment, endorsement, pledge, conveyance or other transfer, such transferee shall be entitled to exercise any and all rights and remedies of Payee hereunder. Obligor shall not assign, convey or otherwise transfer its rights and obligations hereunder without the prior written consent of the Payee. Subject to the foregoing, this Note shall be binding upon and inure to the benefit of Obligor, Payee and their respective successors and assigns. Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein. This Note shall be governed by and construed in accordance with federal law. Any payment required to be made or other action required to be taken by the terms of this Note on a day other than a Business Day shall instead be required to be made or be taken on the next Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor has executed this Note effective as of the Effective Date.

CRICKET LICENSEE XVI, INC.,
a Delaware corporation,

By: _____

Name: _____

Its: _____

Address: 10307 Pacific Center Court
San Diego, California 92121
Attn: General Counsel

AMENDED AND RESTATED NOTE

U.S. \$671,677.05
Washington, D.C.

Original Execution Date: September 16, 1997

Initial License No.: **CWB106F**
Current Call Sign: **KNLF998**

1. Fundamental Provisions; Definitions. The following terms will be used as defined terms in this Amended and Restated Note ("Note"):

Original Execution

Date of this Note:

September 16, 1997

Effective Date of this

Note ("Effective Date"):

Obligor:

Cricket Holdings Dayton, Inc.

Payee:

Federal Communications Commission, an
independent regulatory agency of the United States

Original Principal Amount

\$1,078,800.00

Principal Amount Outstanding
as of the Effective Date
("Outstanding Principal"):

\$671,677.05

Interest Rate:

6.25% per annum

Default Rate:

8.25% per annum

Maturity Date:

July 31, 2005

License:

The broadband PCS license identified above.

Business Day:

Any day of the year other than a Saturday, Sunday or
a United States Federal holiday.

Plan:

Obligor's existing Fifth Amended Joint Plan of
Reorganization as confirmed by the U.S.
Bankruptcy Court, Southern District of California in
Chapter 11 Case No. 03-3470-All through 03-3535-
All.

Plan Effective Date:

The day the Plan becomes effective pursuant to its
terms.

Omnibus Reinstatement Agreement: That certain Omnibus Agreement for Reinstatement of Debt and Modification of Installment Payment Plan Notes and Security Agreements for Broadband PCS Licenses, executed on _____, 2004, by and among the Payee, Cricket Communications, Inc., a Delaware corporation ("Cricket"), Obligor and certain Affiliates of Obligor.

This Note is delivered by Obligor to Payee as one of the Amended and Restated Notes as described in and required to be delivered pursuant to the Omnibus Reinstatement Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Omnibus Reinstatement Agreement.

2. Promise to Pay. For value received, Obligor promises to pay to Payee, or order, the Outstanding Principal with interest at the Interest Rate from the Effective Date until paid in full, in accordance with the terms contained herein. Interest on the principal amount of this Note shall be computed at the Interest Rate on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, except that interest due and payable for a period of less than a full quarterly period shall be calculated by dividing the full quarterly payment by the actual number of calendar days in the applicable quarterly period to create a daily rate that is multiplied by the actual number of days elapsed since the last day of the previous quarterly payment period.

3. Payment Schedule. Obligor shall pay interest and principal payments as set forth below:

(a) On April 30, 2005, Obligor shall pay Payee \$36,907.71 of principal plus accrued and unpaid interest from the Effective Date through and including April 30, 2005.

(b) On the Maturity Date, Obligor shall pay Payee the entire remaining unpaid principal, together with accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid.

(c) Notwithstanding the foregoing, if Leap Wireless International, Inc. ("Leap") or Cricket, or any other entity controlled by Leap or Cricket, closes a public or private offering of secured or unsecured debt generating net proceeds of \$350 million or more (a "Debt Offering"), then Obligor shall pay to Payee within two (2) Business Days of such closing an amount up to the applicable Pro Rata Post Redemption Net Proceeds (as such term is defined in, and pursuant to, the terms and conditions of the Omnibus Reinstatement Agreement), if any, to the extent necessary to satisfy the then remaining unpaid principal under this Note, together with all accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid. Any such payment described in the preceding sentence shall be applied in the same manner as prepayments are applied pursuant to Section 6 below, and to the extent such payment is not sufficient to fully satisfy Obligor's payment obligations under this Note, then any remaining balance due shall be satisfied pursuant to the provisions of Sections 3(a) and 3(b) as applicable. If a Debt Offering closes, but the net proceeds of such offering are held in escrow until the Assignment Approval Order becomes a

final, non-appealable order, then such Debt Offering will not be deemed to have closed for purposes of this paragraph until such order becomes final and non-appealable. As used in this paragraph, "Assignment Approval Order" shall mean an order whereby Payee has issued its consent to the assignment of the License from the Obligor, as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, to the same Obligor but not as debtors-in-possession and as of the Plan Effective Date, such consent to be in form and manner sufficient to permit the consummation of the Plan.

4. Place and Manner of Payment. All payments shall be made by wire transfer of immediately available funds to the account designated in writing by Payee to Obligor from time to time, or in the Payee's designated lockbox location as set forth from time to time in the Payee's then-applicable orders and regulations and/or public notices. All payments shall be made in lawful money of the United States.

5. Default Interest Rate. Commencing on the first to occur of (a) a Maturity Date, or (b) the occurrence of an Event of Default, and continuing thereafter until this Note has been paid in full, or in the case of an Event of Default, the Event of Default is cured, all then outstanding principal amounts due and owing under this Note shall bear interest at the Default Rate, in lieu of the Interest Rate, calculated in the same manner as set forth in Section 2 above. The provisions of this Section 5 shall not limit the Payee's right to compel prompt performance hereunder.

6. Prepayments. This Note may be prepaid in whole or in part at any time and from time to time, without premium or penalty. All such prepayments shall be applied first to the payment of late charges, if any, and costs and expenses due hereunder, then to accrued and unpaid interest, then to that portion of the unpaid principal amount due on the Maturity Date and then, if applicable, to any unpaid installments of principal.

7. Event of Default. At the option of Payee, a default under this Note ("Event of Default") shall occur upon any or all of the following:

(a) Any non-payment by Obligor of any principal and/or interest on the due date as specified herein if the Obligor remains delinquent for more than five (5) Business Days; or

(b) An involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereinafter in effect is hereafter commenced against the Obligor (or any of Obligor's Affiliates) and the petition shall not have been dismissed, stayed, bonded or discharged within sixty (60) days after commencement of the case; or a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Obligor (or any of the Obligor's Affiliates) in any such involuntary case commenced after the date hereof; or

(c) After the Effective Date, a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Obligor (or any of the Obligor's Affiliates) or over all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be entered; or an interim receiver, trustee or other custodian of the Obligor (or any of the Obligor's Affiliates), or of all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be appointed or a warrant of attachment, execution, or similar process against substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be issued

and any such event shall not be stayed, dismissed, bonded or discharged within sixty (60) days after entry, appointment or issuance; or

(d) The Obligor (or any of the Obligor's Affiliates) shall after the Effective Date: (1) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, (3) consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or substantially all of its property, (4) make an assignment for the benefit of creditors, or (5) take any corporate action to authorize any of the foregoing; or

(e) Obligor materially fails to perform any obligation or commits a material breach of any agreement set forth in this Note, the Security Agreement or the other Loan Documents (other than the non-payment by Obligor of any principal or interest hereunder), and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(f) Cricket or any other Cricket Affiliate (other than Obligor) that is also a signatory to the Omnibus Reinstatement Agreement, materially fails to perform any obligation or commits a material breach of the Omnibus Reinstatement Agreement or any other agreement to which they are a party and that is referenced in the Omnibus Reinstatement Agreement, and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(g) Any representation or warranty of Obligor given on the date hereof in the Loan Documents is proven to be untrue or materially misleading when made; or

(h) Any failure by Obligor to comply with any other condition (as set forth in the Security Agreement) for holding the above referenced License as set forth in the License or in the Communications Act of 1934, as amended, or the then-applicable orders and regulations of the Payee, and such failure is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(i) Any failure by Obligor or any of the Affiliates to make any scheduled payment (whether of principal or interest) in respect of any Material Indebtedness (as defined below), in each case beyond the end of any applicable grace period, provided that such failure has not been waived by the holder or holders of the Material Indebtedness or any trustee or agent on its or their behalf. "Material Indebtedness" shall mean indebtedness for borrowed money (other than letters of credit) of any one or more of the Obligor or any of the Affiliates in an aggregate principal amount exceeding \$15,000,000.

(j) The issuance of an order of the Federal Communications Commission rescinding, revoking or canceling the License or any other of the licenses specifically identified on Schedule A of the Omnibus Reinstatement Agreement.

As used herein, "Affiliate" shall mean with respect to any individual or entity, Leap or any corporation or other entity of which more than 50% of the voting power of the outstanding shares (or other ownership interests with general voting powers) is owned, directly or indirectly, by

Leap, including, without limitation, Cricket and each of the "Obligors," as defined in the Omnibus Reinstatement Agreement, but excluding the Obligor under this Note. "Affiliate" shall not include, however, any foreign Affiliate of any persons or entities, and Obligor represents and warrants to Payee that all of its foreign Affiliates, in aggregate, have total assets of less than \$10,000,000.00 excluding amounts owed to such foreign Affiliates by other Affiliates.

Upon the occurrence of an Event of Default, or if Obligor ceases to hold the License, then at the option of Payee, the entire sum of principal, interest, and all other charges due under this Note shall become immediately due and payable following written notice thereof to Obligor.

8. Anything to the contrary notwithstanding, Payee shall not charge, take or receive, and Obligor shall not be obligated to pay to Payee, any amounts constituting interest on the unpaid principal in excess of the maximum rate permitted by applicable law. If by reason of the acceleration of the unpaid principal or otherwise, interest in excess of the highest legal contract rate permitted by applicable law shall at any time be paid, any such excess shall constitute and be treated as a payment of principal hereunder and shall operate to reduce any such outstanding principal amount.

9. ANY PARTY HERETO MAY BRING A LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS EVIDENCED HEREBY, BUT SUCH ACTION SHALL ONLY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, AND, BY EXECUTION AND DELIVERY OF THIS NOTE, THE OBLIGOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN THE DISTRICT OF COLUMBIA.

10. THE OBLIGOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO THE OBLIGOR AT ITS ADDRESS PROVIDED BELOW (AS SUCH ADDRESS MAY BE CHANGED BY WRITTEN NOTICE FROM TIME TO TIME). SUCH SERVICE SHALL BE DEEMED TO HAVE OCCURRED ON THE THIRD DAY AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE OBLIGOR IN ANY OTHER JURISDICTION.

11. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, UNCONDITIONALLY, IRREVOCABLY AND INTENTIONALLY FOREVER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS,

INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING OR SECURING THE DEBT EVIDENCED HEREBY, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PERSON OR ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS NOTE OR ANY RELATED DOCUMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS NOTE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS NOTE, IN WHOLE OR IN PART, WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). OBLIGOR REPRESENTS THAT NO ORAL OR WRITTEN STATEMENTS HAVE BEEN MADE BY ANY PARTY TO EXCLUDE THIS SUBMISSION TO JURISDICTION AND WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS STATED EFFECT. OBLIGOR FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, SELECTED BY ITS OWN FREE WILL, IN SIGNING THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PAYEE TO ENTER INTO THIS TRANSACTION AND THE VARIOUS DOCUMENTS RELATED THERETO.

12. Loan Documents; Security Agreement. This Note is secured by a Security Agreement dated as of the Original Execution Date of this Note, between Payee and Obligor or Obligor's predecessor in interest (as amended through the Effective Date, the "Security Agreement"), encumbering the License. This Note, the Security Agreement, and all other documents or instruments that have been, or that hereafter are executed by Obligor in connection with or to evidence or to secure payment of the indebtedness evidenced by this Note, including, without limitation, any security agreements, modification agreements (including, without limitation, the Omnibus Reinstatement Agreement), financing statements, assignments and assumptions, and other documents or instruments related thereto, if any, are referred to collectively herein as the "Loan Documents."

13. Attorneys' Fees. The Payee, in any action to enforce, construe or defend any provision hereof, arising as a consequence of any Event of Default hereunder, or otherwise relating to this Note or the Security Agreement shall be entitled to receive from Obligor reimbursement of all reasonable attorneys' fees, costs and other expenses incurred in connection therewith, together with interest thereon from the date of demand at the legal rate. The reference to "attorneys' fees" in this Section shall include without limitation such amounts as may then be charged by Payee for legal services furnished by attorneys in the employ of Payee, at rates not exceeding those that would be charged by outside attorneys for comparable services.

14. No Waiver. No delay or omission of Payee in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Payee may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Payee's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

15. Waiver of Notices. Obligor, all endorsers, all guarantors and all person liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or

non-payment of this Note, and any and all other notices or matters of a like nature, consent to any and all renewals and extensions of the time of payment hereto, and agree further that at any time and from time to time without notice, the security described in any of the Loan Documents at any time securing this Note may be released in whole or in part, or increased, changed or exchanged by agreement between the holder hereof and any owner of the License or other collateral affected thereby, without in any way affecting the liability of any party to this Note, any endorser, any guarantor, or any person liable or to become liable with respect to any indebtedness evidenced hereby.

16. Miscellaneous Provisions. No provision of this Note may be amended, modified, supplemented, changed, waived, discharged or terminated unless Payee consents thereto in writing. In case any one or more of the provisions contained in this Note should be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Payee shall have the right at any time to assign, endorse, pledge, convey or otherwise transfer this Note and all of the other documents evidencing, governing or securing this Note to any party. From and after the date of such assignment, endorsement, pledge, conveyance or other transfer, such transferee shall be entitled to exercise any and all rights and remedies of Payee hereunder. Obligor shall not assign, convey or otherwise transfer its rights and obligations hereunder without the prior written consent of the Payee. Subject to the foregoing, this Note shall be binding upon and inure to the benefit of Obligor, Payee and their respective successors and assigns. Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein. This Note shall be governed by and construed in accordance with federal law. Any payment required to be made or other action required to be taken by the terms of this Note on a day other than a Business Day shall instead be required to be made or be taken on the next Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor has executed this Note effective as of the Effective Date.

CRICKET HOLDINGS DAYTON, INC.,
a Delaware corporation,

By: _____

Name: _____

Its: _____

Address: 10307 Pacific Center Court
San Diego, California 92121
Attn: General Counsel

AMENDED AND RESTATED NOTE

U.S. \$3,595,594.02
Washington, D.C.

Original Execution Date: July 23, 1997

Initial License No.: **CWB074F**
Current Call Sign: **KNLF882**

1. Fundamental Provisions; Definitions. The following terms will be used as defined terms in this Amended and Restated Note ("Note"):

Original Execution

Date of this Note:

July 23, 1997

Effective Date of this

Note ("Effective Date"):

Obligor:

Cricket Licensee (North Carolina), Inc.

Payee:

Federal Communications Commission, an
independent regulatory agency of the United States

Original Principal Amount

\$6,069,600.00

Principal Amount Outstanding
as of the Effective Date

("Outstanding Principal"):

\$3,595,594.02

Interest Rate:

6.25% per annum

Default Rate:

8.25% per annum

Maturity Date:

July 31, 2005

License:

The broadband PCS license identified above.

Business Day:

Any day of the year other than a Saturday, Sunday or
a United States Federal holiday.

Plan:

Obligor's existing Fifth Amended Joint Plan of
Reorganization as confirmed by the U.S.
Bankruptcy Court, Southern District of California in
Chapter 11 Case No. 03-3470-All through 03-3535-
All.

Plan Effective Date:

The day the Plan becomes effective pursuant to its
terms.

Omnibus Reinstatement Agreement: That certain Omnibus Agreement for Reinstatement of Debt and Modification of Installment Payment Plan Notes and Security Agreements for Broadband PCS Licenses, executed on _____, 2004, by and among the Payee, Cricket Communications, Inc., a Delaware corporation ("Cricket"), Obligor and certain Affiliates of Obligor.

This Note is delivered by Obligor to Payee as one of the Amended and Restated Notes as described in and required to be delivered pursuant to the Omnibus Reinstatement Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Omnibus Reinstatement Agreement.

2. Promise to Pay. For value received, Obligor promises to pay to Payee, or order, the Outstanding Principal with interest at the Interest Rate from the Effective Date until paid in full, in accordance with the terms contained herein. Interest on the principal amount of this Note shall be computed at the Interest Rate on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, except that interest due and payable for a period of less than a full quarterly period shall be calculated by dividing the full quarterly payment by the actual number of calendar days in the applicable quarterly period to create a daily rate that is multiplied by the actual number of days elapsed since the last day of the previous quarterly payment period.

3. Payment Schedule. Obligor shall pay interest and principal payments as set forth below:

(a) On April 30, 2005, Obligor shall pay Payee \$210,896.65 of principal plus accrued and unpaid interest from the Effective Date through and including April 30, 2005.

(b) On the Maturity Date, Obligor shall pay Payee the entire remaining unpaid principal, together with accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid.

(c) Notwithstanding the foregoing, if Leap Wireless International, Inc. ("Leap") or Cricket, or any other entity controlled by Leap or Cricket, closes a public or private offering of secured or unsecured debt generating net proceeds of \$350 million or more (a "Debt Offering"), then Obligor shall pay to Payee within two (2) Business Days of such closing an amount up to the applicable Pro Rata Post Redemption Net Proceeds (as such term is defined in, and pursuant to, the terms and conditions of the Omnibus Reinstatement Agreement), if any, to the extent necessary to satisfy the then remaining unpaid principal under this Note, together with all accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid. Any such payment described in the preceding sentence shall be applied in the same manner as prepayments are applied pursuant to Section 6 below, and to the extent such payment is not sufficient to fully satisfy Obligor's payment obligations under this Note, then any remaining balance due shall be satisfied pursuant to the provisions of Sections 3(a) and 3(b) as applicable. If a Debt Offering closes, but the net proceeds of such offering are held in escrow until the Assignment Approval Order becomes a

final, non-appealable order, then such Debt Offering will not be deemed to have closed for purposes of this paragraph until such order becomes final and non-appealable. As used in this paragraph, "Assignment Approval Order" shall mean an order whereby Payee has issued its consent to the assignment of the License from the Obligor, as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, to the same Obligor but not as debtors-in-possession and as of the Plan Effective Date, such consent to be in form and manner sufficient to permit the consummation of the Plan.

4. Place and Manner of Payment. All payments shall be made by wire transfer of immediately available funds to the account designated in writing by Payee to Obligor from time to time, or in the Payee's designated lockbox location as set forth from time to time in the Payee's then-applicable orders and regulations and/or public notices. All payments shall be made in lawful money of the United States.

5. Default Interest Rate. Commencing on the first to occur of (a) a Maturity Date, or (b) the occurrence of an Event of Default, and continuing thereafter until this Note has been paid in full, or in the case of an Event of Default, the Event of Default is cured, all then outstanding principal amounts due and owing under this Note shall bear interest at the Default Rate, in lieu of the Interest Rate, calculated in the same manner as set forth in Section 2 above. The provisions of this Section 5 shall not limit the Payee's right to compel prompt performance hereunder.

6. Prepayments. This Note may be prepaid in whole or in part at any time and from time to time, without premium or penalty. All such prepayments shall be applied first to the payment of late charges, if any, and costs and expenses due hereunder, then to accrued and unpaid interest, then to that portion of the unpaid principal amount due on the Maturity Date and then, if applicable, to any unpaid installments of principal.

7. Event of Default. At the option of Payee, a default under this Note ("Event of Default") shall occur upon any or all of the following:

(a) Any non-payment by Obligor of any principal and/or interest on the due date as specified herein if the Obligor remains delinquent for more than five (5) Business Days; or

(b) An involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereinafter in effect is hereafter commenced against the Obligor (or any of Obligor's Affiliates) and the petition shall not have been dismissed, stayed, bonded or discharged within sixty (60) days after commencement of the case; or a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Obligor (or any of the Obligor's Affiliates) in any such involuntary case commenced after the date hereof; or

(c) After the Effective Date, a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Obligor (or any of the Obligor's Affiliates) or over all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be entered; or an interim receiver, trustee or other custodian of the Obligor (or any of the Obligor's Affiliates), or of all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be appointed or a warrant of attachment, execution, or similar process against substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be issued

and any such event shall not be stayed, dismissed, bonded or discharged within sixty (60) days after entry, appointment or issuance; or

(d) The Obligor (or any of the Obligor's Affiliates) shall after the Effective Date: (1) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, (3) consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or substantially all of its property, (4) make an assignment for the benefit of creditors, or (5) take any corporate action to authorize any of the foregoing; or

(e) Obligor materially fails to perform any obligation or commits a material breach of any agreement set forth in this Note, the Security Agreement or the other Loan Documents (other than the non-payment by Obligor of any principal or interest hereunder), and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(f) Cricket or any other Cricket Affiliate (other than Obligor) that is also a signatory to the Omnibus Reinstatement Agreement, materially fails to perform any obligation or commits a material breach of the Omnibus Reinstatement Agreement or any other agreement to which they are a party and that is referenced in the Omnibus Reinstatement Agreement, and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(g) Any representation or warranty of Obligor given on the date hereof in the Loan Documents is proven to be untrue or materially misleading when made; or

(h) Any failure by Obligor to comply with any other condition (as set forth in the Security Agreement) for holding the above referenced License as set forth in the License or in the Communications Act of 1934, as amended, or the then-applicable orders and regulations of the Payee, and such failure is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(i) Any failure by Obligor or any of the Affiliates to make any scheduled payment (whether of principal or interest) in respect of any Material Indebtedness (as defined below), in each case beyond the end of any applicable grace period, provided that such failure has not been waived by the holder or holders of the Material Indebtedness or any trustee or agent on its or their behalf. "Material Indebtedness" shall mean indebtedness for borrowed money (other than letters of credit) of any one or more of the Obligor or any of the Affiliates in an aggregate principal amount exceeding \$15,000,000.

(j) The issuance of an order of the Federal Communications Commission rescinding, revoking or canceling the License or any other of the licenses specifically identified on Schedule A of the Omnibus Reinstatement Agreement.

As used herein, "Affiliate" shall mean with respect to any individual or entity, Leap or any corporation or other entity of which more than 50% of the voting power of the outstanding shares (or other ownership interests with general voting powers) is owned, directly or indirectly, by

Leap, including, without limitation, Cricket and each of the "Obligors," as defined in the Omnibus Reinstatement Agreement, but excluding the Obligor under this Note. "Affiliate" shall not include, however, any foreign Affiliate of any persons or entities, and Obligor represents and warrants to Payee that all of its foreign Affiliates, in aggregate, have total assets of less than \$10,000,000.00 excluding amounts owed to such foreign Affiliates by other Affiliates.

Upon the occurrence of an Event of Default, or if Obligor ceases to hold the License, then at the option of Payee, the entire sum of principal, interest, and all other charges due under this Note shall become immediately due and payable following written notice thereof to Obligor.

8. Anything to the contrary notwithstanding, Payee shall not charge, take or receive, and Obligor shall not be obligated to pay to Payee, any amounts constituting interest on the unpaid principal in excess of the maximum rate permitted by applicable law. If by reason of the acceleration of the unpaid principal or otherwise, interest in excess of the highest legal contract rate permitted by applicable law shall at any time be paid, any such excess shall constitute and be treated as a payment of principal hereunder and shall operate to reduce any such outstanding principal amount.

9. ANY PARTY HERETO MAY BRING A LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS EVIDENCED HEREBY, BUT SUCH ACTION SHALL ONLY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, AND, BY EXECUTION AND DELIVERY OF THIS NOTE, THE OBLIGOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN THE DISTRICT OF COLUMBIA.

10. THE OBLIGOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO THE OBLIGOR AT ITS ADDRESS PROVIDED BELOW (AS SUCH ADDRESS MAY BE CHANGED BY WRITTEN NOTICE FROM TIME TO TIME). SUCH SERVICE SHALL BE DEEMED TO HAVE OCCURRED ON THE THIRD DAY AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE OBLIGOR IN ANY OTHER JURISDICTION.

11. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, UNCONDITIONALLY, IRREVOCABLY AND INTENTIONALLY FOREVER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS,

INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING OR SECURING THE DEBT EVIDENCED HEREBY, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PERSON OR ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS NOTE OR ANY RELATED DOCUMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS NOTE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS NOTE, IN WHOLE OR IN PART, WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). OBLIGOR REPRESENTS THAT NO ORAL OR WRITTEN STATEMENTS HAVE BEEN MADE BY ANY PARTY TO EXCLUDE THIS SUBMISSION TO JURISDICTION AND WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS STATED EFFECT. OBLIGOR FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, SELECTED BY ITS OWN FREE WILL, IN SIGNING THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PAYEE TO ENTER INTO THIS TRANSACTION AND THE VARIOUS DOCUMENTS RELATED THERETO.

12. Loan Documents; Security Agreement. This Note is secured by a Security Agreement dated as of the Original Execution Date of this Note, between Payee and Obligor or Obligor's predecessor in interest (as amended through the Effective Date, the "Security Agreement"), encumbering the License. This Note, the Security Agreement, and all other documents or instruments that have been, or that hereafter are executed by Obligor in connection with or to evidence or to secure payment of the indebtedness evidenced by this Note, including, without limitation, any security agreements, modification agreements (including, without limitation, the Omnibus Reinstatement Agreement), financing statements, assignments and assumptions, and other documents or instruments related thereto, if any, are referred to collectively herein as the "Loan Documents."

13. Attorneys' Fees. The Payee, in any action to enforce, construe or defend any provision hereof, arising as a consequence of any Event of Default hereunder, or otherwise relating to this Note or the Security Agreement shall be entitled to receive from Obligor reimbursement of all reasonable attorneys' fees, costs and other expenses incurred in connection therewith, together with interest thereon from the date of demand at the legal rate. The reference to "attorneys' fees" in this Section shall include without limitation such amounts as may then be charged by Payee for legal services furnished by attorneys in the employ of Payee, at rates not exceeding those that would be charged by outside attorneys for comparable services.

14. No Waiver. No delay or omission of Payee in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Payee may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Payee's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

15. Waiver of Notices. Obligor, all endorsers, all guarantors and all person liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or

non-payment of this Note, and any and all other notices or matters of a like nature, consent to any and all renewals and extensions of the time of payment hereto, and agree further that at any time and from time to time without notice, the security described in any of the Loan Documents at any time securing this Note may be released in whole or in part, or increased, changed or exchanged by agreement between the holder hereof and any owner of the License or other collateral affected thereby, without in any way affecting the liability of any party to this Note, any endorser, any guarantor, or any person liable or to become liable with respect to any indebtedness evidenced hereby.

16. Miscellaneous Provisions. No provision of this Note may be amended, modified, supplemented, changed, waived, discharged or terminated unless Payee consents thereto in writing. In case any one or more of the provisions contained in this Note should be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Payee shall have the right at any time to assign, endorse, pledge, convey or otherwise transfer this Note and all of the other documents evidencing, governing or securing this Note to any party. From and after the date of such assignment, endorsement, pledge, conveyance or other transfer, such transferee shall be entitled to exercise any and all rights and remedies of Payee hereunder. Obligor shall not assign, convey or otherwise transfer its rights and obligations hereunder without the prior written consent of the Payee. Subject to the foregoing, this Note shall be binding upon and inure to the benefit of Obligor, Payee and their respective successors and assigns. Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein. This Note shall be governed by and construed in accordance with federal law. Any payment required to be made or other action required to be taken by the terms of this Note on a day other than a Business Day shall instead be required to be made or be taken on the next Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor has executed this Note effective as of the Effective Date.

CRICKET LICENSEE (NORTH CAROLINA), INC.,
a Delaware corporation,

By: _____

Name: _____

Its: _____

Address: 10307 Pacific Center Court
San Diego, California 92121
Attn: General Counsel

AMENDED AND RESTATED NOTE

U.S. \$400,175.76
Washington, D.C.

Original Execution Date: October 9, 1997

Initial License No.: **CWB332F**
Current Call Sign: **KNLG684**

1. Fundamental Provisions; Definitions. The following terms will be used as defined terms in this Amended and Restated Note ("Note"):

| | |
|---|--|
| <u>Original Execution Date of this Note:</u> | October 9, 1997 |
| <u>Effective Date of this Note ("Effective Date"):</u> | _____ |
| <u>Obligor:</u> | Cricket Licensee XX, Inc. |
| <u>Payee:</u> | Federal Communications Commission, an independent regulatory agency of the United States |
| <u>Original Principal Amount</u> | \$675,666.40 |
| <u>Principal Amount Outstanding as of the Effective Date ("Outstanding Principal"):</u> | \$400,175.76 |
| <u>Interest Rate:</u> | 6.25% per annum |
| <u>Default Rate:</u> | 8.25% per annum |
| <u>Maturity Date:</u> | July 31, 2005 |
| <u>License:</u> | The broadband PCS license identified above. |
| <u>Business Day:</u> | Any day of the year other than a Saturday, Sunday or a United States Federal holiday. |
| <u>Plan:</u> | Obligor's existing Fifth Amended Joint Plan of Reorganization as confirmed by the U.S. Bankruptcy Court, Southern District of California in Chapter 11 Case No. 03-3470-All through 03-3535-All. |
| <u>Plan Effective Date:</u> | The day the Plan becomes effective pursuant to its terms. |

Omnibus Reinstatement Agreement: That certain Omnibus Agreement for Reinstatement of Debt and Modification of Installment Payment Plan Notes and Security Agreements for Broadband PCS Licenses, executed on _____, 2004, by and among the Payee, Cricket Communications, Inc., a Delaware corporation ("Cricket"), Obligor and certain Affiliates of Obligor.

This Note is delivered by Obligor to Payee as one of the Amended and Restated Notes as described in and required to be delivered pursuant to the Omnibus Reinstatement Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Omnibus Reinstatement Agreement.

2. Promise to Pay. For value received, Obligor promises to pay to Payee, or order, the Outstanding Principal with interest at the Interest Rate from the Effective Date until paid in full, in accordance with the terms contained herein. Interest on the principal amount of this Note shall be computed at the Interest Rate on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, except that interest due and payable for a period of less than a full quarterly period shall be calculated by dividing the full quarterly payment by the actual number of calendar days in the applicable quarterly period to create a daily rate that is multiplied by the actual number of days elapsed since the last day of the previous quarterly payment period.

3. Payment Schedule. Obligor shall pay interest and principal payments as set forth below:

(a) On April 30, 2005, Obligor shall pay Payee \$23,478.47 of principal plus accrued and unpaid interest from the Effective Date through and including April 30, 2005.

(b) On the Maturity Date, Obligor shall pay Payee the entire remaining unpaid principal, together with accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid.

(c) Notwithstanding the foregoing, if Leap Wireless International, Inc. ("Leap") or Cricket, or any other entity controlled by Leap or Cricket, closes a public or private offering of secured or unsecured debt generating net proceeds of \$350 million or more (a "Debt Offering"), then Obligor shall pay to Payee within two (2) Business Days of such closing an amount up to the applicable Pro Rata Post Redemption Net Proceeds (as such term is defined in, and pursuant to, the terms and conditions of the Omnibus Reinstatement Agreement), if any, to the extent necessary to satisfy the then remaining unpaid principal under this Note, together with all accrued and unpaid interest thereon, and all other remaining payment obligations of Obligor hereunder, to the extent not previously paid. Any such payment described in the preceding sentence shall be applied in the same manner as prepayments are applied pursuant to Section 6 below, and to the extent such payment is not sufficient to fully satisfy Obligor's payment obligations under this Note, then any remaining balance due shall be satisfied pursuant to the provisions of Sections 3(a) and 3(b) as applicable. If a Debt Offering closes, but the net proceeds of such offering are held in escrow until the Assignment Approval Order becomes a

final, non-appealable order, then such Debt Offering will not be deemed to have closed for purposes of this paragraph until such order becomes final and non-appealable. As used in this paragraph, "Assignment Approval Order" shall mean an order whereby Payee has issued its consent to the assignment of the License from the Obligor, as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, to the same Obligor but not as debtors-in-possession and as of the Plan Effective Date, such consent to be in form and manner sufficient to permit the consummation of the Plan.

4. Place and Manner of Payment. All payments shall be made by wire transfer of immediately available funds to the account designated in writing by Payee to Obligor from time to time, or in the Payee's designated lockbox location as set forth from time to time in the Payee's then-applicable orders and regulations and/or public notices. All payments shall be made in lawful money of the United States.

5. Default Interest Rate. Commencing on the first to occur of (a) a Maturity Date, or (b) the occurrence of an Event of Default, and continuing thereafter until this Note has been paid in full, or in the case of an Event of Default, the Event of Default is cured, all then outstanding principal amounts due and owing under this Note shall bear interest at the Default Rate, in lieu of the Interest Rate, calculated in the same manner as set forth in Section 2 above. The provisions of this Section 5 shall not limit the Payee's right to compel prompt performance hereunder.

6. Prepayments. This Note may be prepaid in whole or in part at any time and from time to time, without premium or penalty. All such prepayments shall be applied first to the payment of late charges, if any, and costs and expenses due hereunder, then to accrued and unpaid interest, then to that portion of the unpaid principal amount due on the Maturity Date and then, if applicable, to any unpaid installments of principal.

7. Event of Default. At the option of Payee, a default under this Note ("Event of Default") shall occur upon any or all of the following:

(a) Any non-payment by Obligor of any principal and/or interest on the due date as specified herein if the Obligor remains delinquent for more than five (5) Business Days; or

(b) An involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereinafter in effect is hereafter commenced against the Obligor (or any of Obligor's Affiliates) and the petition shall not have been dismissed, stayed, bonded or discharged within sixty (60) days after commencement of the case; or a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Obligor (or any of the Obligor's Affiliates) in any such involuntary case commenced after the date hereof; or

(c) After the Effective Date, a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Obligor (or any of the Obligor's Affiliates) or over all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be entered; or an interim receiver, trustee or other custodian of the Obligor (or any of the Obligor's Affiliates), or of all or substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be appointed or a warrant of attachment, execution, or similar process against substantially all of the property of the Obligor (or any of the Obligor's Affiliates) shall be issued

and any such event shall not be stayed, dismissed, bonded or discharged within sixty (60) days after entry, appointment or issuance; or

(d) The Obligor (or any of the Obligor's Affiliates) shall after the Effective Date: (1) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (2) consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, (3) consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or substantially all of its property, (4) make an assignment for the benefit of creditors, or (5) take any corporate action to authorize any of the foregoing; or

(e) Obligor materially fails to perform any obligation or commits a material breach of any agreement set forth in this Note, the Security Agreement or the other Loan Documents (other than the non-payment by Obligor of any principal or interest hereunder), and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(f) Cricket or any other Cricket Affiliate (other than Obligor) that is also a signatory to the Omnibus Reinstatement Agreement, materially fails to perform any obligation or commits a material breach of the Omnibus Reinstatement Agreement or any other agreement to which they are a party and that is referenced in the Omnibus Reinstatement Agreement, and such failure or breach is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(g) Any representation or warranty of Obligor given on the date hereof in the Loan Documents is proven to be untrue or materially misleading when made; or

(h) Any failure by Obligor to comply with any other condition (as set forth in the Security Agreement) for holding the above referenced License as set forth in the License or in the Communications Act of 1934, as amended, or the then-applicable orders and regulations of the Payee, and such failure is not cured within five (5) Business Days after notice of same from the Payee or its designee; or

(i) Any failure by Obligor or any of the Affiliates to make any scheduled payment (whether of principal or interest) in respect of any Material Indebtedness (as defined below), in each case beyond the end of any applicable grace period, provided that such failure has not been waived by the holder or holders of the Material Indebtedness or any trustee or agent on its or their behalf. "Material Indebtedness" shall mean indebtedness for borrowed money (other than letters of credit) of any one or more of the Obligor or any of the Affiliates in an aggregate principal amount exceeding \$15,000,000.

(j) The issuance of an order of the Federal Communications Commission rescinding, revoking or canceling the License or any other of the licenses specifically identified on Schedule A of the Omnibus Reinstatement Agreement.

As used herein, "Affiliate" shall mean with respect to any individual or entity, Leap or any corporation or other entity of which more than 50% of the voting power of the outstanding shares (or other ownership interests with general voting powers) is owned, directly or indirectly, by

Leap, including, without limitation, Cricket and each of the "Obligors," as defined in the Omnibus Reinstatement Agreement, but excluding the Obligor under this Note. "Affiliate" shall not include, however, any foreign Affiliate of any persons or entities, and Obligor represents and warrants to Payee that all of its foreign Affiliates, in aggregate, have total assets of less than \$10,000,000.00 excluding amounts owed to such foreign Affiliates by other Affiliates.

Upon the occurrence of an Event of Default, or if Obligor ceases to hold the License, then at the option of Payee, the entire sum of principal, interest, and all other charges due under this Note shall become immediately due and payable following written notice thereof to Obligor.

8. Anything to the contrary notwithstanding, Payee shall not charge, take or receive, and Obligor shall not be obligated to pay to Payee, any amounts constituting interest on the unpaid principal in excess of the maximum rate permitted by applicable law. If by reason of the acceleration of the unpaid principal or otherwise, interest in excess of the highest legal contract rate permitted by applicable law shall at any time be paid, any such excess shall constitute and be treated as a payment of principal hereunder and shall operate to reduce any such outstanding principal amount.

9. ANY PARTY HERETO MAY BRING A LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS EVIDENCED HEREBY, BUT SUCH ACTION SHALL ONLY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, AND, BY EXECUTION AND DELIVERY OF THIS NOTE, THE OBLIGOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN THE DISTRICT OF COLUMBIA.

10. THE OBLIGOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO THE OBLIGOR AT ITS ADDRESS PROVIDED BELOW (AS SUCH ADDRESS MAY BE CHANGED BY WRITTEN NOTICE FROM TIME TO TIME). SUCH SERVICE SHALL BE DEEMED TO HAVE OCCURRED ON THE THIRD DAY AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE OBLIGOR IN ANY OTHER JURISDICTION.

11. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, UNCONDITIONALLY, IRREVOCABLY AND INTENTIONALLY FOREVER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT, OR OTHER LOAN DOCUMENTS,

INCLUDING, WITHOUT LIMITATION, THOSE EVIDENCING OR SECURING THE DEBT EVIDENCED HEREBY, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PERSON OR ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS NOTE OR ANY RELATED DOCUMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS NOTE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS NOTE, IN WHOLE OR IN PART, WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). OBLIGOR REPRESENTS THAT NO ORAL OR WRITTEN STATEMENTS HAVE BEEN MADE BY ANY PARTY TO EXCLUDE THIS SUBMISSION TO JURISDICTION AND WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS STATED EFFECT. OBLIGOR FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, SELECTED BY ITS OWN FREE WILL, IN SIGNING THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PAYEE TO ENTER INTO THIS TRANSACTION AND THE VARIOUS DOCUMENTS RELATED THERETO.

12. Loan Documents; Security Agreement. This Note is secured by a Security Agreement dated as of the Original Execution Date of this Note, between Payee and Obligor or Obligor's predecessor in interest (as amended through the Effective Date, the "Security Agreement"), encumbering the License. This Note, the Security Agreement, and all other documents or instruments that have been, or that hereafter are executed by Obligor in connection with or to evidence or to secure payment of the indebtedness evidenced by this Note, including, without limitation, any security agreements, modification agreements (including, without limitation, the Omnibus Reinstatement Agreement), financing statements, assignments and assumptions, and other documents or instruments related thereto, if any, are referred to collectively herein as the "Loan Documents."

13. Attorneys' Fees. The Payee, in any action to enforce, construe or defend any provision hereof, arising as a consequence of any Event of Default hereunder, or otherwise relating to this Note or the Security Agreement shall be entitled to receive from Obligor reimbursement of all reasonable attorneys' fees, costs and other expenses incurred in connection therewith, together with interest thereon from the date of demand at the legal rate. The reference to "attorneys' fees" in this Section shall include without limitation such amounts as may then be charged by Payee for legal services furnished by attorneys in the employ of Payee, at rates not exceeding those that would be charged by outside attorneys for comparable services.

14. No Waiver. No delay or omission of Payee in exercising any right or power arising in connection with any Event of Default shall be construed as a waiver or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof. Payee may, at its option, waive any of the conditions herein and no such waiver shall be deemed to be a waiver of Payee's rights hereunder, but rather shall be deemed to have been made in pursuance of this Note and not in modification thereof. No waiver of any Event of Default shall be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent Event of Default.

15. Waiver of Notices. Obligor, all endorsers, all guarantors and all person liable or to become liable on this Note waive presentment, protest, demand, notice of protest, dishonor or

non-payment of this Note, and any and all other notices or matters of a like nature, consent to any and all renewals and extensions of the time of payment hereto, and agree further that at any time and from time to time without notice, the security described in any of the Loan Documents at any time securing this Note may be released in whole or in part, or increased, changed or exchanged by agreement between the holder hereof and any owner of the License or other collateral affected thereby, without in any way affecting the liability of any party to this Note, any endorser, any guarantor, or any person liable or to become liable with respect to any indebtedness evidenced hereby.

16. Miscellaneous Provisions. No provision of this Note may be amended, modified, supplemented, changed, waived, discharged or terminated unless Payee consents thereto in writing. In case any one or more of the provisions contained in this Note should be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Payee shall have the right at any time to assign, endorse, pledge, convey or otherwise transfer this Note and all of the other documents evidencing, governing or securing this Note to any party. From and after the date of such assignment, endorsement, pledge, conveyance or other transfer, such transferee shall be entitled to exercise any and all rights and remedies of Payee hereunder. Obligor shall not assign, convey or otherwise transfer its rights and obligations hereunder without the prior written consent of the Payee. Subject to the foregoing, this Note shall be binding upon and inure to the benefit of Obligor, Payee and their respective successors and assigns. Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein. This Note shall be governed by and construed in accordance with federal law. Any payment required to be made or other action required to be taken by the terms of this Note on a day other than a Business Day shall instead be required to be made or be taken on the next Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Obligor has executed this Note effective as of the Effective Date.

CRICKET LICENSEE XX, INC.,
a Delaware corporation,

By: _____

Name: _____

Its: _____

Address: 10307 Pacific Center Court
San Diego, California 92121
Attn: General Counsel